

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. 0005			3. EFFECTIVE DATE 24 Nov 09		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE			SP4520		7. ADMINISTERED BY (If other than Item 6) CODE SP4520			
DEFENSE REUTILIZATION & MARKETING SERVICE DRMS-J-761 KLEBER KASERNE BLDG 3227/RM 306 MANNHEIMER STRASSE 67657 KAISERSLAUTERN BUYER/SYMBOL – Yunyoung Cho/ DRMS-J-761 PHONE - (49) 631-411-5329 FAX: (49) 631-411-5225								
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)					X	9a. AMENDMENT OF SOLICITATION NO. SP4520-09-R-0002		
						9b. DATED (SEE ITEM 11) 14 August 09		
						10a. MODIFICATION OF CONTRACT/ORDER NO.		
						10b. DATED (SEE ITEM 13)		
CODE:			FACILITY CODE:					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>one</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>								
12. Accounting And Appropriation Data (If required) N/A								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>ONE</u> copy to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
A. The purpose of this amendment is to (1) address some of the prospective offerors' questions and (2) extend the closing date of the solicitation								
CONTINUED ON PAGE 2								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER				
15B. NAME OF CONTRACTOR/OFFEROR		15C.DATE SIGNED		16B. UNITED STATES OF AMERICA		16C.DATE SIGNED		
BY (Signature of person authorized to sign)				BY (Signature of Contracting Officer)				

1. Page 3, SECTION B-4.2 COMPENSATION FOR SERVICE, the last sentence in the paragraph is hereby deleted.
2. Page 3, SECTION B-5, CONTRACT MINIMUM/MAXIMUM, paragraph (b), The Clause referenced is corrected to read Clause I-64, OPTION TO EXTEND SERVICES.
3. Page 3-4, SECTION B-6, BASIC AND OPTION PERIOD UNIT PRICING clause is hereby added to the solicitation.
4. Page 31, SECTION C-5 PERMITS AND RESPONSIBILITIES, paragraph C-5.7, the responsibility for the contractor to select the proper shipping name of the waste is hereby removed. The contractor is NOT responsible for selecting the proper shipping name of the waste.
5. Page 31, SECTION 6 CONTAINERS, paragraph C-6.2 is replaced in its entirety.

C-6.2 U.S. Government Owned Containers

C-6.2.1 Types and sizes of original Government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to eighty-five (85) gallon/(320 liter) overpack drums.

The U.S. Government does not guarantee the integrity of the containers; therefore, the contractor shall be required to repackage any property not suitable for transportation at no additional cost to the Government.

Note: The purpose of this clause is to provide for unanticipated repackaging in overpack drums.

U.S. Government. Normally, the U.S. Government will stock additional supplies (i.e. bands, bungs, lids, pallets, shrink wrap, etc.) should minor repackaging be required for safe transport of the hazardous waste in accordance with all applicable International, Host Nation, local regulations as well as disposal facility requirements. The Government will make its best effort to assure that drums are in sound condition and ready for transport, however, the contractor may occasionally be required to provide assistance with the repackaging. If repackaging is required, and the Government does not have the proper containers or parts for compliant repackaging, the contractor will be required to provide these services and parts/containers/pallets, however, this will be considered the exception rather than the rule; the contractor will not be required to remove and transport hazardous waste which is clearly unfit for transport, however, the contractor should be prepared for some minor repackaging – not to exceed 5% of the total quantity of containers to be removed (i.e. the intent of this clause is not to require the contractor to provide repacking containers for every drum to be shipped, but require the contractor to be prepared to provide a few containers, or to keep a minor inventory of overpack containers on site). This clause does not pertain to any containers that the contractor elects to repackage solely for convenience.

6. Page 37, SECTION C-12.5 TRANSPORTATION CHARGE – CLINS, Note 1, last sentence reference to the CHANGES Clause (FAR 52.243-1) is corrected to read I-31 instead of I-34.
7. Page 41, SECTION C-18.1 SHIPPING PAPERS, second sentence, is hereby revised to correctly reference SECTION C-5.4 instead of Section C-5(b)(3)(M).
8. Page 55, SECTION F-11 CERTIFICATE OF INSURANCE, is hereby deleted in its entirety.
9. Page 57, SECTION G.2.1.1.1 DOCUMENTATION REQUIREMENTS, DRMS ACCEPTANCE, INVOICING AND TRACKING now includes the requirement to provide certificates of disposal at time of invoicing.

10. Page 71, SECTION I-50, ORDER LIMITATIONS, the paragraph (a) Minimum order is hereby revised.
11. Page 80, SECTION I-64, OPTION TO EXTEND SERVICES, references FAR Clause 52.217-8.
12. Page 88, SECTION K-5 AUTHORIZED NEGOTIATORS/SIGNERS, paragraph b, last sentence, is hereby revised to correctly reference SECTION I-60 CHOICE OF LAW instead of I-71.
13. Answers to questions received by prospective offerors are provided starting on page 3.
14. The solicitation and the bid schedule, excluding Section J Attachments, are hereby provided in its entirety to replace the previous version.
15. Closing date for receipt of proposals is extended until no later than 3:00 PM (CET), Tuesday, 8 December 2009. Send proposals to **DRMS-E.Hazardous.Contracts.PHO@dla.mil**.

1. Clarify answer regarding disposal facilities requiring samples of waste before the transportation of waste to disposal facility. Will samples be provided? Reference questions #4 and answer in Amendment 0002.

A: Waste samples will be available for sampling upon the issuance of a delivery order for the particular waste streams.

2. Please specify with test methods are to be used in conjunction with Attachment 15, Analysis and Testing Chart.

A: In reference to Attachment 15, the EPA Manual SW846 test methods are used.

3. The generator at Incirlik AB has agreed to turn-in hazardous wastes in 30kg plastic containers for the CLINs listed below:

N1300 (Inorganic Acids, including but not limited to nitric, phosphoric, sulfuric and hypochloric)
N1310 (Organic acids, including but not limited to acetic, formic, benzoic and carboxylic)
N1330 (Battery Acid), N1400 (Bases and Mixture of Bases, Liquid or solid)
N1410 (Ammonia and Ammonia Comp, Liquid or Solid)
N1510 (Chlorine Containing Compounds, Solid)
N1820 (Mercury and Mercury Containing Items)
N2000 (Pesticides, herbicides, fungicides and insecticides, liquid)
N2010 (Pesticides, herbicides, fungicides, insecticide, solid)
N2020 (Pesticides, herbicides, fungicides, insecticide, aerosol, organic or inorganic)
N2430 (Polyurethane foam aerosol or liquid)
N2460 (Wood, treated with creosote, PCP, pesticides and paint)
N2520 (Peroxides, liquids and solids)
N3040 (PCB Contaminated Items > 500 ppm)
N6910 (lab packs)

4. Clarification to Question #46 of Amendment 0002: Provide information about the type of packages and containers and annual estimated removal frequency of wastes for each listed CLINs.

A: There is no report listing types of packages, containers, and annual estimated removal frequency for each CLIN nor will these items be provided under this solicitation.

5. Question was asked to consider including CLINs to reflect fees palletized waste rate, waste items for incineration and landfill under 100kg, waste analysis for waste incineration acceptance and identification requested by disposal facility, and charges for repackaging.

A: Prospective offerors' bid prices shall also be based on any fees that may be incurred for performances under the resulting contract. Separate CLINs for fees such as those aforementioned, will not be incorporated into the bid schedule.

6. Confirm that "ea" unit of measure for the transportation CLINs reflect the price for one truck.

A: The EA refers to one container, reference Clause C-12.5 TRANSPORTATION CHARGE – CLINs.

PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 STATEMENT OF SERVICES

DRMS DSD-E (FEB 2005)

B-1.1 Performance is to take place at US military installations located in the Republic of Turkey (Turkey) at Incirlik, Ankara, and Izmir per Clause F.6 and as follows:

INCIRLIK:	ANKARA:	IZMIR:
Defense Reutilization & Marketing Office DRMO Incirlik - AWK Unit 7175 Box 235 Incirlik Hava USSU Adana, Turkey 01340	Balgat ASF Amerikan Tesisleri Turkocagi, Caddesi Ankara, Turkey	425 ABG Manas Bulvari, Akayev Caddesi 1643/9 Sokak No.14 Bayrakli, Izmir

B-1.2 Contract will be firm-fixed unit price, indefinite delivery - indefinite quantity type contract for a base period of 18 months, with two 18-month option periods. The US Government does not guarantee that it will exercise those options.

B-2 INVOICES EXCLUSIVE OF TAXES OR DUTIES

DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

B-3 TAX RELIEF

DFARS 252.229-7001 (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <u>(Offeror insert)</u>	RATE (PERCENTAGE): <u>(Offeror insert)</u>

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

B-4 COMPENSATION FOR SERVICES

B-4.1 In consideration of the performance of their undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

B-4.2 All CLIN prices shall include all costs for performing under this contract to include the contractor's repackaging as required by Treatment, Storage, and Disposal Facilities (TSDF), coordination, and scheduling with TSDFs (if items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government). These CLIN prices shall also include all administrative work, to include coordination of appointments with transporters and TSDFs, providing, completing the manifests, to include entering the appropriate classification of the waste for transportation, obtaining the signatures from the generator and all invoicing requirements. **Transportation costs to final disposal facility shall be included in each CLIN price for in-country disposal from Incirlik (Adana).**

B-5 CONTRACT MINIMUM/MAXIMUM

DRMS 52.217-9R08 (NOV 2005)

- (a) This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period.
- (b) Clause I-64 allows the Government to unilaterally extend the contract for six (6) months at the end of either the base or any option period. "The per month minimum guarantee under the extension shall be computed by applying the same percentage as above to a monthly estimated price derived from the total estimated value for the period."

B-6 BASIC AND OPTION PERIOD UNIT PRICING

DRMS 52.217-9R07 (SEP 2009)

Offerors are cautioned against offering more than one price, a range of prices, or a split bid with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a nonconforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period. The following type of unit pricing WILL NOT be accepted:

1. Unit prices which exceed 2 digits right of the decimal
2. Unit prices of \$0.00 (zero)

Alternate proposals will be considered if L.64, FAR 52.215-1, Alternate II is included in this request for proposal (RFP). All alternate proposals will be properly marked as an Alternate Proposal and in accordance with L.64 (FAR 52.215-1, Alternate II). Any such proposal will be considered and evaluated by DRMS to the extent that time constraints allow and in accordance with L.64 (FAR 52.215-1, Alternate II).

**PART 1 – THE SCHEDULE
SECTION C**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 GENERAL

DRMS DSD-E (FEB 2005)

C-1.1 This contract covers the non-personal services for inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment, and disposal of hazardous and regulated substances from US installations throughout Turkey. Additional services include sampling and analysis. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified, with the exception of infectious, controlled, and radioactive wastes, or mixtures of such wastes with hazardous waste, which shall **not** be included under this contract.

C-1.2 The contractor shall furnish all labor, supervision, supplies, materials, services, equipment to include (but not limited to) the following: suction trucks, pumping equipment, repackaging equipment, container trucks, portable scales for weighing drums and bulk containers, sampling equipment and cleaning equipment, incidental spill cleanup supplies, forklifts and over-pack containers), transportation, permits and authorizations to accomplish the work in a timely and efficient manner. The US Government shall not furnish any personnel or equipment to assist the contractor in the performance of the contract, except as listed in Attachment 9 and except as stated in C-7.2.1 and C-33. Any known requirements for specialized equipment are also located in Attachment 9. Contractor understands that any other offers of assistance or use of Government equipment made by US Government personnel, other than the Contracting Officer, are unauthorized and the contractor shall not accept any such offers.

C-1.3 The removal, transportation, storage, treatment and disposal of wastes offered under this contract are to be performed in accordance with any and all environmental laws and regulations of the country/countries in which the waste is located (including, but not limited to Turkish environmental laws and the environmental laws of those countries through which transport takes place) as well as any international environmental, safety and health laws and regulations; international agreements governing the transportation of dangerous goods; and in conformance with industry standards that minimize risks to human health and the environment. These standards apply not only to the country in which the waste is generated, treated and disposed, but also any transit countries through which the waste is transported, including the United States of America.

C-1.4 The majority of hazardous/special waste for which services are required under this contract will be generated at Incirlik. Installations in or around Izmir and Ankara, Turkey will also require periodic removals of small quantities. Removals at Izmir and Ankara may be requested in conjunction with removals scheduled for Incirlik AB.

C-2 DEFINITIONS

DRMS-FSTE (MAR 2005)

C-2.1 Biodegradation: Process by which wastes are effectively degraded by microbial action. The concentrations in a representative compound, or indicator parameter, must be substantially reduced in concentration so as to eliminate the hazardous properties of the wastes.

C-2.2 Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the US Government.

C-2.3 Contracting Officer's Representative (COR): A Contracting Officer may designate in writing individuals, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement (DFARS), as CORs to perform specific technical or administrative functions. The CORs shall be the contractor's day-to-day primary points of contact for the duration of this contract.

C-2.4 Controlled Substances: Narcotics, depressants, stimulants, hallucinogens, or pharmaceuticals regulated under U.S. law or controlled by international treaty, convention, or protocol.

C-2.5 Corrosives: Wastes with a pH of less than or equal to 2 or greater than or equal to 12.5.

C-2.6 Delivery Order: An order for supplies placed against an established contract or with Government sources.

C-2.7 Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into, or on, land or water. Proper disposal effectively mitigates hazards to human health and the environment.

C-2.8 Environmental Management Office (EMO): The office responsible for all Environmental programs and activities on an U.S. Army installation.

C-2.9 Federal Governing Standards (FGS): A comprehensive set of country-specific substantive environmental provisions, typically technical limitations on effluent, discharges, etc., or a specific management practice

C-2.10 Hazardous Material (HM): Any material that is capable of posing an unreasonable risk to health safety and property that is regulated in accordance with the FRG or international environmental regulations or EU Directives.

C-2.11 Hazardous/Special Waste: Wastes which meet one or more hazardous characteristic, such as ignitable, corrosive, reactive, toxic, or are defined as special or hazardous waste in accordance with FRG or international environmental regulations or EU Directives.

C-2.12 Hazardous Waste Accumulation Point (HWAP): Areas at or near the point of hazardous waste production where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal.

C-2.13 Hazardous Waste Storage Area (HWSA): Location where hazardous waste is stored after generation at a HWAP (Hazardous Waste Accumulation Point). Hazardous waste is stored at a HWSA prior to shipment to a TSDR (Treatment Storage Disposal Recycling) facility.

C-2.14 International Maritime Dangerous Goods Code: International regulations for the shipment of dangerous goods by sea.

C-2.15 Incinerator: A device used to thermally destroy a waste.

C-2.16 Manifest: A shipping paper used to control and track the movement of hazardous waste.

C-2.17 Medical waste: Non-infectious, non-controlled, non-radioactive waste generated by medical, dental, and veterinary treatment facilities that is a hazardous or regulated waste.

C-2.18 On-Site Technician: (OST) The contractor's authorized representative performing work at the installation under a contract.

C-2.19 Reactive wastes: Reactive wastes are compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

C-2.20 Recovery (organics): Treatment using one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation / crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

C-2.21 Recovery (metal wastes): Treatment using one or more of the following technologies: thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-2.22 Recycling: Beneficial use, reuse, recovery, or reclamation as defined by EU or (LOCATION) regulations.

C-2-23 Shipping papers: Transport documents used to track the shipment of hazardous wastes and materials.

C-2-24 Stabilization or Fixation: Treatment that uses oxidation, reduction, or other means to render the hazardous constituents immobile to prevent their release into the environment.

C-2-25 Task Order: An order for services placed against an established contract or with Government sources.

C-2-26 Treatment: Process that effectively eliminates the hazardous property or characteristic of a waste or eliminates the potential for the hazardous constituents to be released into the environment.

C-2-27 Used Oil Fuel: Used oil that is burned for energy recovery. Used oil fuel includes any fuel or waste petroleum, oil, or lubricant (POL) product.

C-2-28 Waste Oil. All used fluids or semi-fluid substances that consist partly or entirely of mineral oil or synthetic oil, including oil-containing residues from containers, emulsions and water-oil mixtures. Waste oil may also include impurities or additives such as PCBs, solvents, and turpentine. Note: waste oil is considered a hazardous waste.

C-3 ACRONYMS

DRMS-FSTE (MAR 2005)

ADR - European Agreement Concerning the International Carriage of Dangerous Goods by Road

CLIN - Contract Line Item Number

CO - Contracting Officer

COR – Contracting Officer's Representative

COTR – Contracting Officers Technical Representative

DG – Dangerous Goods

DLA – Defense Logistics Agency

DoD – Department of Defense

DoT – Department of Transportation

DRMO – Defense Reutilization and Marketing Office
DRMS-DSD-E – Defense Reutilization and Marketing Service - Disposal Services Directorate – Europe (Wiesbaden)
DRMS-PHO – Defense Reutilization and Marketing Service Contracting Office
DTID – Disposal Turn-In Document
EA – Each
EMO – Environmental Management Office
EU – European Union
EVN – Entsorgungsnachweis
EWC – European Waste Code
FGS – Final Governing Standards
FRG – Federal Republic of Germany
GSU – Geographically Separated Units
HG – Hazardous Goods
HM – Hazardous Material
HP – Hazardous Property
HW – Hazardous Waste
HWAP – Hazardous Waste Accumulation Point
HWSA – Hazardous Waste Storage Area
IAW – In Accordance With
IBC – International Bulk Container
IEC – Installation Environmental Coordinator
IMDG– International Maritime Dangerous Goods Code
JB – Job
KG – Kilogram
L/I – Line Item
MSDS – Material Safety Document Sheet
MO – Month
NAVEUR – Navy Europe
OCONUS – Outside the Continental United States
ODS – Ozone Depleting Substance
OSH – Occupational Safety and Health
OST – On-Site Technician
P/U – Pick Up
PCB/PCT – Polychlorinated Biphenyl/Polychlorinated Triphenyl
POL - Petroleum, Oil and Lubricants
PPM – Parts per Million
RID - European Agreement Concerning the International Carriage of Dangerous Goods by Rail
SOW – Statement of Work
TO – Task Order
TSDR – Treatment, Storage, Disposal or Recycling Facility
U/M - Unit of Measure
UN – United Nations
USAFE – US Air Force Europe
USAREUR – US Army Europe
USEPA – United States Environmental Protection Agency
WMS – Waste Management Services

C-4 CONTRACTOR PERSONNEL

DRMS DSD-E (NOV 2003)

C-4.1 The contractor shall insert in Section G-4, the names and telephone numbers of the contract manager, the alternate contract manager and the on-site technical representative (OST).

C-4.2 The contract manager and his alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract, i.e., all contract arrangements and required coordination. The contractor agrees that notice by the US Government to the designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

C-4.3 Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name. Contractor and sub-contractor personnel must have the ability to communicate (i.e. cellular telephones) with the DRMS CORs and the Contract Manager when they are on-site or transporting hazardous waste.

C-4.4 The contract manager, alternate contract manager, and the OST must be able to read, write, speak, and understand English proficiently. All correspondence related to this contract shall be in the English language. They must be able to actively participate in English conversations concerning technical issues associated with this contract.

C-4.5 The contractor shall ensure that all operations conducted under this contract are supervised directly (on-site) by the OST who has been appropriately trained in the technical aspect of hazardous substances management. Contractor personnel shall also have a basic knowledge in chemistry, capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include but are not limited to classification of waste, completion of required documentation (including manifests), preparation of packaging, sampling, and inspection of wastes designated for transport. If the contractor tasks someone other than the Contract Manager or the Alternate Contract Manager, for example a driver, they must be qualified and able to communicate and perform as required by this paragraph.

C-5 PERMITS AND RESPONSIBILITIES

DRMS DSD-E (FEB 2005)

C-5.1 The contractor shall, without additional expense to the US Government, be responsible for obtaining any necessary licenses, permits, notifications, and customs documentation for complying with any customs procedures, laws, codes and regulations in connection with the execution of the work, including, but not limited to, all necessary authorizations and permits required for transport pursuant to this contract. The contractor shall be solely responsible for any and all damage to persons and/or property that occur as a result of his action or inaction whether willful or negligent. The requirements in this statement of work are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the contractor is aware of such a contradiction, the contractor is responsible for identifying it to the Contracting Officer. The Contracting Officer will determine if a waiver is required. The contractor shall not commence performance under a waiver request until the Contracting Office has granted written approval of the waiver.

C-5.2 The contractor shall use only DRMS approved Treatment, Storage, Disposal, Recycling (TSDR) Facilities listed through the DRMS website <http://www.drms.dla.mil>. The contractor shall provide to the

Government updated facility or permit information upon expiration of any permit. Please refer to Clause H-5.

C-5.3 The contractor may propose the use of additional TSDR facilities. The U.S. Government is under no obligation to approve the use of such facilities and will not allow additional costs to the Government resulting from any approval granted. Please refer to Clause H-6.

C-5.4 The contractor shall prepare, complete and return signed copies of shipping manifests to the COR and as required by the host nation and any other applicable environmental laws and regulations of the country where the waste originates, transits, or is disposed. The contractor must complete the Manifest Tracking Log (Attachment 3) to monitor waste from the time of shipment to its final destination. At the time of removal the contractor/COR shall include the contract number, delivery order number and line items removed. A copy of the completed manifest shall be submitted with the invoice. No invoice shall be paid without this copy. In addition to the normal distribution of manifest copies, the original copy of the completed manifest shall be forwarded to the COR within 30 calendar days of receipt of waste at the disposal facility. The DRMO COR shall distribute the copy to the appropriate generators.

C-5.5 The Hazardous Waste COR's address is as follows:

Removals from Incirlik, Ankara and Izmir

Civilian Address:

DRMO Incirlik- AWF
ATTN: Hazardous Waste COR
Unit 7175, Box 235
Incirlik Hava USSU
Adana, Turkey 01340

Military Address:

DRMO Incirlik-AWF
Unit 7175, Box 235
APO AE 09824

C-5.6 The contractor shall immediately notify the Contracting Officer of any problems or delays regarding notifications or proposed shipping routes. When negotiating with notification authorities, the contractor shall avoid giving the appearance of representing the US Government; therefore, the contractor must notify the US Government immediately when negotiations with the notification authorities appear to become official US Government business. This includes, but is not limited to, situations where personnel employed by or acting on behalf of the notification authority make statements implying they believe they are negotiating with US Government personnel. In all such situations, the misperception must be immediately corrected by the contractor personnel who must advise the notification authorities that they do not represent nor are they employed by the US Government.

C-5.7 The US Government, as waste producer, is responsible for identifying the Europe Waste Catalog Numbers (EWCs) according to EC directive number 2001/118/CE. The contractor shall only remove waste under the European Waste Code provided by the waste producer that identifies the process generating the waste. Should the contractor disagree with the pre-assigned Waste Catalog Number, the contractor shall immediately notify the discrepancy to the COR for resolution.

C-5.8 The contractor shall prepare, complete, and provide copies of the appropriate shipping papers to the COR at least five (5) days prior to the removal of the waste from the installation.

C-6 WASTE CONTAINERS

DRMS DSD-E (FEB 2005)

C-6.1 Contractor Owned Waste Containers: All containers provided by the contractor for packaging/repackaging of wastes for transportation shall meet UN specifications for performance oriented packaging, clean, free of residue and graffiti, and only labeled with markings that identify the current waste. The containers must have a current inspection/certification and be capable of being operated as intended (i.e. lids must close tightly and prevent the intrusion of rainwater, safety hooks to hold lids open must be in place and operational, containers must be able to be locked, etc.). The containers must be weighed each time before they are placed into service. Containers must be weighed at the placement site using the contractor's scales or government scales. The container must be labeled with the date weighed as well as the actual weight. Containers of a 1 CBM size or smaller must be weighed at the location they will be placed.

C-6.1.1 All contractor provided containers must be labeled by the contractor. The labels must be resistant to fading from moisture and sunlight and must be replaced when a minimum of five per cent (5%) of the label area becomes defaced or faded. All containers of hazardous waste must be labeled in English and Host Nation language, with the following words 'hazardous waste', any hazard warnings; the internationally recognized name of the substance; the European Waste Code (which will be provided by the Environmental Office), the ADR UN number and hazard class number; the name, address and telephone number of the DRMS contractor; the generator identification (ID) number; the Environmental Office point of contact; the name, address and telephone number of the generator, the fire and emergency services telephone numbers for the installation, all R & S phrases that are applicable to each waste stream and the CLIN number. There shall be no other labels, signs or symbols incorporated onto the hazardous waste label. See Section J, Attachment 10.

C-6.2 US Government Owned Containers:

C-6.2.1 Types and sizes of original Government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to eighty-five (85) gallon/(320 liter) overpack drums.

The U.S. Government does not guarantee the integrity of the containers; therefore, the contractor shall be required to repackage any property not suitable for transportation at no additional cost to the Government.

Note: The purpose of this clause is to provide for unanticipated repackaging in overpack drums.

U.S. Government. Normally, the U.S. Government will stock additional supplies (i.e. bands, bungs, lids, pallets, shrink wrap, etc.) should minor repackaging be required for safe transport of the hazardous waste in accordance with all applicable International, Host Nation, local regulations as well as disposal facility requirements. The Government will make its best effort to assure that drums are in sound condition and ready for transport, however, the contractor may occasionally be required to provide assistance with the repackaging. If repackaging is required, and the Government does not have the proper containers or parts for compliant repacking, the contractor will be required to provide these services and parts/containers/pallets, however, this will be considered the exception rather than the rule; the contractor will not be required to remove and transport hazardous waste which is clearly unfit for transport, however, the contractor should be prepared for some minor repackaging – not to exceed 5% of the total quantity of containers to be removed (i.e. the intent of this clause is not to

require the contractor to provide repacking containers for every drum to be shipped, but require the contractor to be prepared to provide a few containers, or to keep a minor inventory of overpack containers on site). This clause does not pertain to any containers that the contractor elects to repackage solely for convenience.

C-6.2.2 Government owned containers shall not be reused by the contractor until all markings indicating US Government ownership have been removed. The contractor is responsible for removal of all markings indicating US Government ownership, and containers which are not reused must be crushed or incinerated. If compressed gas cylinders are not destroyed in the treatment process they must be rendered to scrap and unable to hold a positive pressure.

C-7 WASTE IDENTIFICATION, WEIGHING OF WASTE AND WASTE ANALYSIS

DRMS DSD-E (FEB 2005)

C-7.1 Waste Identification - The contractor or sub-contractors may be called upon to provide guidance and assistance to the generator and/or the COR for the identification of waste in accordance with Turkish and international environmental laws or the contract CLINS. The final decision on waste classification resides with the generator; however, the contractor can challenge a waste description through the COR. The contractor shall provide proof (lab analysis, etc.) when challenging a DoD waste identification.

C-7.2 Weighing of wastes

C-7.2.1 Delivery Order weights have been determined by DRMO scales, however, the contractor may be required to weigh all waste prior to removal. If the contractor wishes to verify the weights, the contractor shall weigh the wastes in the presence of the COR prior to departure from the installation, unless public weigh scales are utilized. The contractor shall use contractor-provided portable scales when government scales are not available for use. The annual calibration certificate must be available for COR inspection when portable scales are used. Government scales (Attachment 9) may be used when available, operable and authorized by a Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. Should Government scales not be available and the container to be weighed is too large for a portable scale, then public scales can be used at no additional cost to the US Government. In this case, the COR shall accompany the contractor to the public scales to certify the correct weight.

C-7.2.2 The weight of waste shall not include weight of pallets, boxes, strapping, etc., unless this is an integral part of the packaging, will not be removed by the contractor prior to disposal, and is required by regulation, such as ADR, IMDG, or host nation law. Containers and pallets that are to be destroyed or disposed along with the wastes/materials that they contain shall be included in the net weight. Containers and pallets that are being used at the convenience of the contractor, but are not disposed of with the waste, shall not be included in the net weight.

C-7.2.3 Waste repackaging and loading are to be conducted in a safe and environmentally sound manner. Any garbage or trash resulting from consolidation of waste must be disposed of by the contractor off the installation and at no additional cost to the US Government.

C-7.2.4 Under no circumstance will the contractor remove any waste from an installation without the issuance of a DD Form 1155 (task order) and in addition, a COR must be present to witness and document the removal.

C-8 RESERVED

C-9 TREATMENT AND DISPOSAL RESTRICTIONS

DRMS DSD-E (NOV 2003)

C-9.1 The US Government may withdraw any items on a Delivery Order for use, reuse, donation, sales cycles or recycling.

C-9.2 The contractor shall properly treat hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment.

C-9.3 The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste shall not be used for dust suppression or road treatment.

C-9.4 The contractor shall NOT treat waste on a military installation. Treatment includes, but is not limited to the dilution of waste to make it less harmful; chemically changing the pH and mechanically crushing/compacting waste, including metal or plastic containers. Combining the same waste stream from several small containers into a larger container) is not considered treatment.

C-9.5 LAND DISPOSAL REQUIREMENTS:

C-9.5.1 The contractor shall dispose of hazardous wastes under this contract by means of treatment or disposal technologies that best mitigates hazards to human health and the environment. For certain waste types, the Government specifies below the particular treatment technologies that shall be used to meet this condition. The Government strongly encourages recycling of hazardous waste whenever environmentally sound and economically feasible. For some wastes, the Government may require recycling, but the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract.

C-9.5.2 Hazardous waste shall only be land disposed when there is a reasonable degree of certainty that there will be no migration of hazardous constituents from the disposal site for as long as the waste remains hazardous. Hazardous waste may be land disposed only in permitted landfills. The land disposal facility must have a liner and leachate collection system. The liner shall be of natural or man-made materials, and restrict the downward or lateral escape of hazardous waste, hazardous constituents, or leachate. The liner must be established at the invert and the slope area of the base of the landfill body. The liner must consist of the following system components, which overlay each other. The seal must be a combined seal comprised of a protective mineral layer and a plastic sealing strip. The mineral sealing layer must have a minimum thickness of 1.50 m, and a minimum permeability value of $k = 5 \times 10^{-3}$ m/sec. The minimum thickness of the plastic sealing strip must be $d = 2.5$ mm. Suitable measures shall be taken to protect the liner from load-related damage. The drainage system must have a minimum thickness of $d = 0.3$ m. The drainage system may not exceed a permeability correction factor of $k = 1 \times 10^{-3}$ m/sec. In addition, drain pipes and retention pits be installed to collect and release seepage water. A groundwater monitoring system must be installed with at least one groundwater monitoring well up-gradient, and at least four groundwater monitoring wells down-gradient from the landfill site. The functioning of the monitoring system must be checked at regular intervals. The contractor shall landfill hazardous waste only when it is chemically inactive or inert or in solid form.

C-9.5.3 These restrictions are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the Contractor is aware of such a contradiction, or wants to use an alternative and effective treatment technology, the Contractor may request a waiver from the Contracting Officer. The Contractor shall not commence

performance under a waiver request until written approval of the waiver has been granted by the Contracting Officer.

C-9.6 INCINERATOR STANDARDS apply to incinerators that incinerate hazardous waste as well as boilers and industrial furnaces that burn hazardous waste for any recycling purposes.

C-9.6.1 Incinerators used to dispose of hazardous waste must be licensed or permitted by a competent authority and must comply with an approved groundwater monitoring program capable of determining the facility's impact on the quality of the water in the aquifers underlying the facility.

C-9.6.2 A license, permit, or approval by competent authority for incineration must require the incinerator to be designed to include appropriate equipment as well as be operated IAW management practices (including proper combustion temperature, waste feed rate, combustion gas velocity, and other relevant criteria) so as to effectively destroy hazardous constituents and control harmful emissions.

C-9.6.3 The incinerator achieves a destruction and removal efficiency of 99.99% for the organic hazardous constituents which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize carbon monoxide in stack exhaust gas, minimize emission of particulate matter, and emit no more than 1.8 Kg per hour of hydrogen chloride or

C-9.6.4 The incinerator has demonstrated as a condition for obtaining a license, permit, or approval by competent authority, the ability to effectively destroy the organic hazardous constituents which represent the greatest degree of difficulty of incineration for each waste or mixture of waste to be incinerated. For example, this standard may be met by requiring the incinerator to conduct a trial burn, submit a waste feed analysis and detailed engineering description of the facility, and provide any other information that may be required to enable the competent authority to conclude that the incinerator will effectively destroy the principle organic hazardous constituents of each waste to be burned.

C-9.7 CRITERIA FOR BATTERIES:

Lead acid, mercury, nickel cadmium, and lithium batteries will be turned over to any authorized facility for disposal and/or recycling. Any corrosives will be neutralized prior to disposal.

C-9.8 POLYCHLORINATED BIPHENYLS (PCBs)

C-9.8.1 PCB articles (including capacitors, transformers, electric motors, etc.), may be incinerated or can be disposed of in a chemical waste landfill provided all free-flowing liquids have been properly drained prior to disposal. PCB contaminated rags, soil, and debris must be incinerated. A chemical waste landfill is defined as a landfill at which a high level of protection against risk of injury to human health or the environment from migration of deposited PCBs to land, water, or the atmosphere is provided by incorporating special methods for locating, engineering, and operating the landfill.

C-9.8.2 PCB items or waste with PCB concentrations of less than 5 ppm may be disposed in a type IIB landfill. Type IIB is designed for special and toxic and noxious waste with concentrations not to exceed 5 ppm PCB. PCB items or waste with PCB concentrations of 5 ppm or greater will be incinerated in a properly permitted incinerator with at least 99.99% destruction and removal efficiency. PCB-contaminated fluids and all items contaminated with PCBs in concentrations of 50 ppm or greater shall be disposed of in an incinerator which maintains a 99.9% combustion efficiency, as

measured by the ratio of the concentration of carbon dioxide to the total concentration of both carbon dioxide and carbon monoxide. The incinerator must also operate to meet the following criteria:

C-9.8.2.1 The combustion chamber shall hold the introduced PCB wastes for a two (2) second dwell time at 1,200 °C, plus or minus 100 °C, and three (3) percent excess oxygen in the stack gas, or hold the introduced PCB wastes for a one and one-half (1 - 1/2) second dwell time at 1,600 °C, plus or minus 100 °C and two (2) percent excess oxygen in the stack gas. The temperature of the incinerator process shall be continuously measured and recorded.

C-9.8.2.2 The rate and quantity of PCB wastes fed to the combustion system shall be measured and recorded at regular intervals not greater than 15 minutes, and if temperature criteria are not met, the incinerator shall automatically stop feeding PCB wastes.

C-9.8.2.3 Continuous monitoring shall be conducted during incineration of PCB wastes for oxygen and carbon monoxide and periodic monitoring shall be conducted for carbon dioxide.

C-9.9 ASBESTOS-CONTAINING WASTES

C-9.9.1 When disposing of asbestos waste, the contractor shall ensure that all asbestos-containing wastes are adequately wet, sealed in leak-proof containers, and properly disposed of as follows:

In a Class IIB landfill if the asbestos concentration is below 10,000 mg/kg; or
In a Class IIC landfill if the asbestos concentration is above 10,000 mg/kg.

C-9.9.2 Asbestos and asbestos-containing waste shall be wetted and sealed in a leak proof container and placed in a municipal or special waste landfill permitted to receive friable asbestos-containing wastes. Containers holding asbestos-containing waste shall be labeled in the English and the host nation language(s) as follows: "DANGER - CONTAINS ASBESTOS FIBERS - AVOID CREATING DUST - CANCER AND LUNG DISEASE HAZARD".

C-9.10 MEDICAL ITEMS (NON-INFECTIOUS MEDICAL WASTES)

Medical items, as pertaining to this contract, are limited to non-infectious, non-controlled medical wastes, which are classified as a hazardous waste or regulated by host nation regulations. Medical items are defined as solid waste created in medical and dental treatment facilities that does not require special management because it has been determined to be incapable of causing disease in man or has been treated to render it non-infectious. Infectious and controlled wastes will not be included in this contract.

C-9.11 Commingling or consolidation of hazardous waste: Any commingling or consolidation of US government waste with non-US government waste by the contractor or third parties shall result in the indemnification of the US government concerning any and all claims that result from such commingling or consolidation. Compensation to the contractor shall be limited to the CLINs ordered and removed on the DD1155 prior to the commingling or consolidation

C-10 STORAGE RESTRICTIONS

DRMS DSD-E (APR 2002)

C-10.1 The contractor shall properly store hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers should be non-leaking, in good condition and labeled. Storage areas shall

be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.

C-10.2 Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

C-11 RECYCLING RESTRICTIONS

C-11.1 The contractor shall properly recycle hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Recycling, reuse, and reclamation are preferred over treatment and disposal and shall be performed whenever environmentally sound and economically feasible.

C-11.2. Dilution in the recycling process, to include blending down of hazardous waste contaminants, is prohibited. To the maximum extent possible, waste disposal should be minimized through recycling, reuse, and energy recovery. The US Government may withdraw any items on delivery order for use, reuse, or recycling.

C-11.3 Energy recovery facilities must meet applicable air quality standards. Used POL and fuels must have a PCB content of less than 20 ppm to be burned for energy recovery. Emission or particulate matter must be emitted at no more than 1.8 Kg/hour of hydrogen chloride.

C-11.4 If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste shall be assigned.

C-11.5 The contractor shall use only facilities that are on the approved list. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws. The contractor must provide an audit trail which includes the facility that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

C-12 TRANSPORTATION

DRMS DSD-E (FEB 2005)

C-12.1 The contractor shall transport waste in accordance with host nation and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation. All hazardous property / dangerous goods (HP/HG) shall be transported in UN specification containers where required. The contractor is responsible for ensuring that all hazardous property leaving a U.S. facility is accompanied by a manifest to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall purchase and prepare all manifests for waste movement. The standards set forth in the International Maritime of Dangerous Goods (IMDG) Code, the International Carriage of Dangerous Goods by Road (ADR) and Rail (RID), and other applicable regulations shall be utilized for all shipments.

C-12.2 The contractor's drivers must have the appropriate emergency action instructions and any other documentation as required by the Turkish, ADR or IMDG, and international transportation regulations. All vehicles shall be equipped with the appropriate emergency equipment and the drivers shall have the proper training and instructions for transporting hazardous property and reporting spills as required by Turkish, ADR or IMDG, and international transportation regulations.

C-12.3 The contractor shall comply with all laws and regulations associated with the transport of waste, materials, or containers outside the country of origin and in all transit countries. This includes, but is not limited to, any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods. To the extent that the 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal or European Union notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste.

C-12.4 The contractor is solely responsible for researching, arranging and making any necessary contacts to verify all transportation methods and routes proposed and shall perform the necessary notifications and obtain any required approvals. The US government shall not be liable for any additional costs/fines incurred because of delays caused by transportation shipping companies.

C-12.5 TRANSPORTATION CHARGE – CLINs

C-12.5.1 Specific locations for waste removals in Turkey are stated in Section B-1. DRMS will accept only one unit price for the disposal of each waste stream (CLIN). The inclusive transportation cost CLIN will be chargeable on a (one) "EACH" basis for all routes, whether by road, rail or ship.

Note 1: The contractor is responsible for researching, arranging and making any necessary contacts to verify all transportation methods and routes proposed and shall perform the necessary notifications and obtain any required approvals. All transportation costs, including those related to performing notifications and obtaining approvals must be included in each Transportation CLIN unit price. This includes both scheduled and/or chartered transportation. Once an award is made on this solicitation, the charge (with Unit of Issue "EACH") is fixed and covers all modes of transportation throughout the length of the contract. (i.e. Charges included in the Transportation CLINs apply to both the primary and alternate disposal methods and transportation routes, as well as any new methods/routes which must be developed - in the event that both the primary and alternate methods/routes become unusable), and hence, are all inclusive. Contractors must include costs applicable to both the primary and any alternate routes/disposal methods – no additional costs will be paid in association with a failure to use the primary disposal method and routes unless such costs are warranted under the Section I-31, CHANGES (FAR 52.243-1).

Note 2: The use of a chartered vessel is not a requirement of the solicitation. If an offeror chooses to use a chartered vessel, this is an acceptable means of transport, however, there will be no additional fees paid the contractor for making such arrangements – all transport fees, whether using a chartered vessel or not, must be included in the transportation CLIN unit price. Likewise, the use of escorts during transportation is not a requirement of the solicitation; as with the use of a chartered vessel, the use of escorts is acceptable but not required, hence, there will be no additional fees due the contractor for their provision. All charges, including those for escorts must be included in the transportation charge.

Note 3: Should the Government order multiple pickups from different locations on one task order, or issue multiple task orders for different sites within a one week period, the contractor shall arrange to combine the pickups, in order to maximize the economic shipment quantity, thereby minimizing the number of containers required. The contractor will not be paid additional transportation fees for additional vehicles used solely at a single location, if quantities can be combined from different locations (i.e. as an example, if a task order is issued for Izmir and Ankara, and it covers the equivalent volume of a 10 foot container at Izmir, and the equivalent volume of a 20 foot container at

Ankara, the contractor will be paid a "1 EACH" fee using the Transportation CLIN, regardless of whether one 40 foot sea land van is used to pickup from both locations, combining the waste from both locations in one container, or whether a separate 20 foot sea land van is sent to each site). If there is some reason why this cannot be accomplished, the contractor must demonstrate why it constitutes a change to the contract, and submit a claim IAW the Changes Clause.

Note 4: All transportation charges are covered under Transportation CLINs, specifically for this purpose; as a result, proposed unit pricing for hazardous waste disposal CLINs should not include any charges related to transportation. All other costs for performing shall be included in the cost of the disposal CLINs.

C-13 SAFETY REQUIREMENTS

DRMS DSD-E (APR 2002)

C-13.1 The contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the contractor, to include personnel and equipment, shall comply with all applicable Turkish, US OSHA and international safety and health regulations and procedures, as well as installation regulations, rules and procedures.

C-13.2 The contractor shall ensure that all personnel involved in hazardous substances management are trained for the level of expertise required for proper work performance and for chemical compatibility, general first aid procedure, and spill response.

C-13.3 The contractor shall provide waste handling and personal protective equipment that is appropriate for the level of protection needed to ensure safe work conditions for duties associated with hazardous substances.

C-13.4 The contractor agrees that his personnel and equipment shall be subject to inspection while on US government controlled property.

C-13.5 The contractor shall conform to the safety and health requirements contained in this contract for all activities related to the accomplishment of work. The contractor shall ensure, prior to initiating any work under this contract, that all contractor personnel, including subcontractors, have read and understood all safety and health requirements.

C-13.6 The contractor shall take such additional immediate precautions as the CO or designated representative may reasonably require for safety and mishap prevention purposes. The CO/COR/COTR has the right to halt all work if it is not being conducted in a safe manner.

C-14 SPILL AND CONTINGENCY RESPONSIBILITIES

(a) The character of the mission and the operations covered by this contract requires the contractor to have the ability to be responsive to unforeseen immediate and urgent circumstances should they arise, including injury, illness of key contractor personnel, on site contractor personnel refusal of access to military facilities, and spill response.

(b) The contractor is solely responsible for any and all spills or leaks occurring during or resulting from the performance of this contract, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the U.S. Government as represented by the COR and in compliance with all applicable laws and regulations of the country in which the spill occurs. The clean up and disposal of all spill residues and debris shall be at no additional cost to the U.S. Government.

(c) The contractor shall arrive at the pickup site with all required spill prevention and containment equipment and supplies, including salvage (overpack) drums, absorbent material, non-sparking tools, spark-free shovel, and the appropriate personal protective equipment, including but not limited to respirators, gloves, and boots.

(d) Contractor shall report to the COR and CO all spills within the hour of discovery, regardless of quantity. Spills shall first be reported by telephone/other communication device to the COR immediately following the incident and shall be followed with a written report to the CO no later than five (5) calendar days after the telephonic report.

(e) When reporting a spill the following information shall be furnished by the contractor to the COR:

(1) Description of item spilled (including identity, quantity, manifest number).

(2) Whether amount spilled is reportable by law of country where the spill occurs and whether it was reported.

(3) Exact time and location of spill including a description of the area involved.

(4) Containment procedures initiated.

(5) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

(6) Provide the name, address, and phone number of persons involved in the incident.

(7) Summary of any communications contractor has with the press or officials where the spill occurs and U.S. Government officials other than the CO (once approval to release information has been granted by the CO) (See Public Affairs Coordination clause below).

(f) Upon completion of the spill cleanup and disposal of the spill residue:

(1) The contractor shall submit a summary report of the spill to the COR and CO.

(2) The report shall include cleanup and disposal procedures taken, outside assistance required (if any), personal injury involved, and the names and telephone numbers of all national, regional, or local officials contacted.

C-15 PRE-REMOVAL SCHEDULING REQUIREMENTS AND PROCEDURES

(a) Except as otherwise specified herein, the contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, at least five (5) calendar days BEFORE attempting site visits, analysis or pickups.

(b) The contractor shall provide the COR with all information required to obtain a badge, vehicle passes, identification card, etc. needed for contractor personnel to perform work on this contract within 15 days of contract award. The Government requires updated information as required when additional contract personnel are used. Upon award of this contract the contractor is required to contact the CO for these requirements.

NOTE: An "Other Government Representative" is a person who is not designated as a specific COR for the contract (i.e., has not received a COR designation letter signed by the CO), but is acting on behalf of the Contracting Officer in the same capacity as a COR would - such an individual would have specific authority/ duties/functions designated by the Contracting Officer.

(c) In addition to the notification above for pickups, the Contractor shall provide:

(1) The name of the driver; the driver's Commercial Driver's License/International Driver's License number and its expiration date to the COR or other Government representative at least 2 calendar days prior to removal.

(2) The contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Base Access Officials and maintained by the contractor, the 2 calendar day notification requirement is reduced to identify the number of drivers, the truck information, and arrival times.

(d) If a driver, other than the one specified 2 calendar days in advance for the specific task order; or, one whose name does not appear on the optional list of approved multiple drivers arrives for pickup, the COR or other designated Government representative will verify the personnel switch with the prime contractor before the pickup commences. Voice communication should be initiated by the contractor to notify the COR of this situation. This may require a written notice or fax from the prime contractor. It may not be possible to make last minute changes and the driver(s) may not be given base access. The Government is not liable for any damages incurred by the contractor as a result of untimely or incomplete notifications.

(e) The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the contractor fails to meet the above applicable notification timeframes and/or a different driver, other than the one previously identified under this notification requirement or whose name does not appear on the list of approved, multiple drivers arrive at the pickup locations(s).

(f) The contractor will be responsible for locking of all vehicles, capable of being locked, after loading of waste on this contract. The driver shall use his own padlock or other securing method. However, inspection at all base inspection points shall require the removal of the lock, as required.

NOTE: U.S. military base regulations will override all contract language for entry and exit to the base, including inspection of trucks and drivers.

C-16 QUALITY CONTROL

DRMS DSD-E (APR 2002)

C-16.1 DRMS may request the contractor to provide a Quality Control Plan 15 calendar days after contract award that insures that performance by the contractor's employees and all sub-contractors (including TSDRFs) is being performed in accordance with the requirements of the contract and Turkish and international environmental, transportation and health and safety regulations.

C-16.2 The plan shall include:

C-16.2.1 A description of the contractor's inspection system to cover all services in the contract. This shall include the areas to be inspected; the frequency of scheduled and unscheduled inspections and the title and organizational placement of the inspectors.

C-16.2.2 A description of the methods to be used for identifying and correcting defects in the quality of service provided.

C-16.2.3 A description of the records to be kept to document inspections and corrective actions taken.

C-16.2.4 The records of inspections shall be kept and made available to the contracting officer or his authorized representative, when requested, throughout the contract performance period and for the period of 2 years after contract completion.

C-17 QUALITY ASSURANCE

DRMS DSD-E (APR 2002)

Performance Evaluation Meetings. The contracting officer or his authorized representative may require the contract manager to meet with him or her and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer or his authorized representative when he or she believes such a meeting is necessary. These meetings shall not result in any additional cost to the US Government.

C-18 REQUIRED REPORTS

DRMS-OS (SEP 2005)

C-18.1 SHIPPING PAPERS For transporting waste under this contract, the contractor shall prepare any/all appropriate shipping documentation (manifest). At the time property is removed from the installation, a copy of the completed manifest shall be provided to the COR as per Section C-5-4. Additionally, any international transportation and host nation manifesting requirements established by the IMDG; ADR, RID or the 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal must also be completed and provided to the COR upon removal of the wastes from the installation. Copies of all of the above signed, dated and completed applicable documents shall be provided to the COR and shall also be provided with the invoice (see Section G-2.1.1.1 and Section C-18.3 for transboundary shipping document requirements). The COR has the authority to decline the signing of any manifests for waste loads which are not in conformance with transportation or environmental regulations.

C-18.2 ORDER FOR SUPPLIES OR SERVICES: (Task Order, DD Form 1155, Verification Certification)

C-18.2.1 DD Form 1155, Task Order Form (Section J, Attachment 1) shall be completed for all items ordered or services performed on a Task Order, to include transportation and removal of waste, sampling and analysis, container procurement, etc. At the time of waste removal or service the contractor shall complete the applicable fill-ins on the DD Form 1155 for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes. These quantities so annotated shall be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No payment for removal of waste shall be paid without the certified form.

C-18.2.2 After sampling, and prior to departing the military installation, the contractor shall provide a receipt for samples taken. The receipt shall include time, date, and unique sample number for each sample taken. Upon delivery of the chemical analysis report, the contractor shall obtain the COR's signature on the DD Form 1155 to confirm that the services have been received and that a copy of the analytical report was provided to the COR. Sampling and analysis are included in the CLIN price. For all other services/supplies, the contractor shall also complete the applicable fill-ins on the DD Form

1155 to record the receipt of the services/supplies. The quantities so annotated shall be the basis for payment. The COR shall keep one copy of the form. No payment for sampling and analysis and all other services/supplies shall be paid without a certified form.

C-18.3 TRANS-BOUNDARY SHIPPING DOCUMENTS: The contractor shall prepare the appropriate shipping documents and notifications required to move and dispose of all waste listed in the contract. If Basel Notification is required the contractor shall immediately begin the Basel Notification process upon award of the contract so that performance within 120 days of award can be assured. The contractor shall prepare all notification documents and act as the “exporter” and “importer” of the waste. Photocopies of the application for notifications shall be provided to the Contracting Officer. Once the contractor has received approved notifications from the competent authority, the contractor shall also provide the Contracting Officer photocopies of the completed notifications. After waste has been removed from the installation, the contractor shall provide the COR with a copy of the signed and dated Basel Transboundary Movement Document (Basel Convention, Article 6, Paragraph 9) no later than 30 days following acceptance of the waste by the TSDRF. Photocopies of all completed shipping documents shall be forwarded with the invoice to include the Basel showing acceptance of the waste at the TSDRF (see Section G-2.1.1.4). Submissions of these documents must reference their applicable contract and task order number. The contractor shall ensure that all annual notifications are submitted and completed in advance so that no break in service exists for the removal of waste. Upon contract award or four months prior to the expiration of annual notifications (whichever is sooner) the contractor shall provide bi-weekly reports to the CO outlining the step at which the contractor is at in obtaining follow-on notifications to ensure there is no lapse in service.

C-18.4 MANIFEST TRACKING LOG: The contractor shall complete DRMS Form 1683E, Manifest Tracking Log (Section J, Attachment 3), annotating all wastes removed (see Section G-2.1.1.4). The contractor must describe and document in detail any differences between the actual quantity picked up (Column 5) and the actual quantity disposal/recycled (Column 11). The contractor may use attachments to the form if necessary. The Contract Manager or Alternate Contract Manager shall sign the form certifying its accuracy and completeness.

C-18.5 WASTE REPORTS

C-18.5.1 The contractor shall provide the Environmental Office, COR and the Contracting Officer a report that summarizes hazardous waste/material movements from the point of generation to the final TSDRF for each Task Order. This report shall be in a Microsoft Excel Format (Microsoft Office Excel 2003) with all fields capable of being sorted and queried by the user. The report shall be provided electronically by the 10th day of the following month in which the pick up took place. An example of the report to be used or the information required in a contractor-generated report is located at Section J, Attachment 8.

C-18.5.2 The contractor shall provide an annual report summarizing hazardous/special waste movements from point of generation to disposal facility. The output must indicate how much of each waste stream from each waste generator went to which disposal facility and how much of that waste was recycled. This report shall be provided electronically and on a CD ROM on 15 January of each year, through the last task order issued under the contract. An example of the report to be used or the information required in a contractor-generated report is located at Section J, Attachment 8.

C-19 PUBLIC AFFAIRS COORDINATION

DRMS DSD-E (APR 2002)

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

C-20 RESERVED

C-21 SAMPLING AND ANALYTICAL SERVICES

DRMS DSD-E (FEB 2005)

C-21.1 Only laboratories having proper laboratory certification shall be used to perform waste analysis under this contract. The contractor shall provide documentation that each laboratory proposed to be used under this contract is competent to perform waste analysis in accordance with USEPA or equivalent international methods. The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted as received from the laboratory (in the host nation language) and accompanied by an English translation of the data and a completed hazardous waste profile sheet and returned to the COR no later than 21 calendar days from date of sample or 30 calendar days from issuance of a delivery order, whichever is earlier. The analysis report must include:

C-21.1.1 Parameters tested.

C-21.1.2 Limits of detection for each identified constituent.

C-21.1.3 Regulatory limits for each identified constituent.

C-21.1.4 Analytical method, including reference number or description.

C-21.1.5 Laboratory conducting the analysis and chemist or laboratory manager signature.

C-21.1.6 Sample number and sample type (grab, composite, solid, liquid, etc.).

C-21.2 The contractor shall furnish, at no additional cost to the US Government, the results of chemical analyses which he, or any subcontractor, opted to conduct independently. Field tests shall not be authorized unless such test has been specifically approved by the host nation. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

C-22 RESERVED

C-23 LAB PACKS

DRMS DSD-E (APR 2002)

The US Government may have laboratory chemicals from a school or medical facility that require packaging for shipment and disposal. The containers of chemicals are small (less than 5 liters) and will already be inventoried by the US Government. The contractor shall be provided with a copy of the inventory and an estimated total weight and shall be required to pack the small containers for shipment and disposal. The contractor shall provide the COR with the total weight of the items for disposal. CLIN N6910 includes the cost of containers, packaging, transporting and disposal of the miscellaneous laboratory chemicals.

C-24 RESERVED

C-25 RESERVED

C-26 RESERVED

C-27 MISIDENTIFIED ITEMS

DRMS DSD-E (APR 2002)

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 working days of the removal and prior to disposal. The contractor shall demonstrate through lab analysis and/or other supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-28 NOTIFICATIONS

DRMS DSD-E (MAR 2005)

a. Except as otherwise specified herein, the Contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, **at least: ten (10) working days for US and Turkish citizens; and 4 – 6 weeks for citizens of other countries,** BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's TC Surucu Belgesi number and its expiration date to the COR or other Government representative at **least 3 days prior to removal if the transport company has a current Base Gate Pass, otherwise ten (10) working days is required for US and Turkish citizens and 4-6 weeks for citizens of other countries.**

(2) RESERVED

b. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor fails to meet the above applicable notification timeframes.

C-29 TRAILER SECURITY, PADLOCKS

DRMS DSD-E (MAR 2005)

a. All Contractor trailers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement may result in the Government's halting of the pickup. All trailers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The contractor shall provide the padlock and lock the trailer without assistance from the COR or other Government representative(s). For those removals requiring Turkish Customs to seal a trailer prior to removal, contractor padlocks are not required.

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in clause C-28, NOTIFICATIONS and, refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups shall not be grounds for reimbursement by the Government.

c. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor has a trailer capable of being padlocked arrives and/or departs from the pickup location(s) without meeting the

padlock requirements mentioned above and/or refuses to cooperate with any requests for additional identification and/or professional endorsements.

C-30 RESERVED

C-31 RESERVED

C-32 DEMILITARIZATION VIA SERVICE CONTRACT

a. Property requiring demilitarization by the U.S. Government will be so listed on the DD Form 1155 Order for Supplies or Services by the DRMO. When property requiring DEMIL is ordered the contractor is required to dispose of this property and provide all documentation, in addition to the documentation requirements of Section G-2 for invoicing, per DoD commodity specific requirements as below, within 30 days of appropriate disposal. Specified documentation shall be returned to the generator, and the DRMO/COR, unless otherwise noted.

b. When CLIN N2650 is ordered for the demilitarization of Chemical Defense Equipment Kit (CDE) the contractor is required to dispose of this property by incineration at a permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal.

c. When CLIN N1420 is ordered for the demilitarization of DS-2 Decontaminating Agent, the contractor is required to dispose of this property by incineration at a permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal.

C-33 US GOVERNMENT EQUIPMENT

DRMS DSD-E (JAN 2005)

The US Government shall not furnish any equipment to assist the contractor in the performance of the contract, except for the following equipment a forklift at Izmir and Incirlik, ramps at Izmir, Incirlik and Ankara, and scales and a container side loader at Incirlik. These equipments are for dual use by the Government and Contractor. The container side-loader shall be operated by US Government employees. It is understood that any use of the US Government's forklift or any container loader/ramp is completely at the contractor's own risk. The US Government is not liable for any damage or injury caused by the condition of the machine or by the contractor's personnel during their use of the equipment. The US Government is not liable for any additional costs caused by delays because the US equipment provided breaks down or is not available when required, or US employees are not available. The contractor will be liable for all damages to the US Government equipment, or any and all damages caused by the use and operation of the US Government equipment.

C-34 RESERVED

C-35 CUSTOMS REQUIREMENTS

DRMS DSD-E (AUG 2003)

C-35.1 The property included on this contract is deemed surplus property formerly owned by the U.S. Government and moved by the US Government into Turkey or purchased by the U.S. Government in Turkey under customs exemptions contained in international agreements. Therefore, removal of this property from U.S. installations (and U.S. control) may require advance approval from the appropriate customs officials, preparation of customs documentation, posting of bonds and payment of customs duties. The U.S. Government has determined the material to be waste under its internal regulations.

Regardless how the U.S. Government has characterized it, Turkish officials may still impose fees, charges or custom duties, etc. DRMS makes no representation that this material is exempt from such duties. The U.S. Government will make every effort to provide information required by Turkish customs officials. However, the contractor awarded this contract shall be solely responsible for obtaining customs approval, paying any fees, duties, or other charges required by customs officials, and for timely coordinating such approvals in order to comply with the performance timeframes required by section F of this contract and individual delivery orders. While requests for an extension of a removal timeframe will be considered by the Contracting Officer on a case by case basis, offerors should be aware that difficulties in accomplishing customs approval due to the acts of third parties, such as Turkish customs officials, will not ordinarily be considered a justifiable basis for delay under this contract because the contractor is responsible for planning, coordinating, and accomplishing timely customs approvals as part of the services being acquired under this contract. Offerors are advised that there may be local differences in customs procedures, practices, or interpretations of national law. It is recommended that offerors consult the appropriate customs officials for the sites included on this contract to ensure an understanding of the efforts that may be required, and the amount of time needed, to obtain customs approval for property removed from the various locations included under this contract.

C-35.2 Within five (5) work days after award of the contract, the Contractor shall provide the Contracting Officer with a plan describing its procedures for obtaining customs clearance for the property it will remove under this contract and explaining any rules or determinations it has made with respect to certain types or classes of property being exempt from such clearance. The plan shall include the names and phone numbers of Customs officials and offices expected to be used in the performance of this contract. Thereafter, the Contracting Officer shall be advised as soon as possible of any changes to these procedures or regarding the types of property subject to customs clearance. The Contractor shall also advise the Contracting Officer as soon as practicable of any difficulties it is experiencing in obtaining approval under its procedures in a specific instance and of any potential for such difficulty to result in a delay in timely removal of any open delivery order.

C-36 DRMS ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)

C-36.1 DRMS implemented EMS in accordance with ISO 14001:2004(E), DOD, and DLA requirements at all DRMS appropriate facilities. An EMS is an overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes, and resources for developing, implementing, achieving, reviewing, and maintaining the environmental policy of an organization. The DRMS EMS is designed to ensure that all personnel, including contract personnel, whose work activities can cause real or potential significant environmental impact, are aware of how their work supports the EMS and are competent to perform their roles, responsibilities and authorities while supporting the DRMS mission. THE DRMS EMS program is explained in DRMS-I 6050-2, Environmental Management System (EMS) Core Instruction. The DRMS-I 6050.2 may be viewed online at: <https://www.drms.dla.mil/publications/html/6050.2.html>. Site supplements detail information required by EMS at a local level such as local, state, and host environmental regulations as well as local emergency procedures and operating systems unique to the location. Site supplements also contain information concerning the local interaction between the DRMS tenant appropriate facility and the DOD/DLA host facility EMS program.

C-36.2 Contractors and their personnel are required to be aware that each DRMS appropriate facility has an EMS and to be aware of EMS policies to perform work and/or gain access to an installation. Each DRMS appropriate facility maintains EMS awareness posters that identify the DRMS Environmental Management Representative (EMR) and Host facility EMR for specific guidance concerning an individual facilities' EMS program.

C-36.3 The current list of DRMS appropriate facilities can be viewed at:
<http://www.drms.dla.mil/special/misc/contractingEMS.pdf>.

**PART I – THE SCHEDULE
SECTION D**

PACKAGING AND MARKING

D-1 CONTAINERS

DRMS-TPHB

(OCT 1999)

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials.

D-2 VEHICLES

DRMS-TPHB (MAY 2000)

The contractor is responsible for ensuring all vehicles transporting special wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID or other applicable requirements.

D-3 PACKAGING AND PACKING

DRMS-PMG (MAR 1996)

Containers and signs purchased shall be packaged and packed in accordance with good commercial practice sufficient to assure safe arrival at destination without damage or loss.

D-4 MARKING AND IDENTIFICATION

DRMS-PMG (MAR 1996)

All containers and signs deliverable under this contract shall be marked or tagged with the following information: (a) contract number, (b) task order number; (c) the name and address of prime contractor and (d) the CLIN number and description of item.

**PART I – THE SCHEDULE
SECTION E**

INSPECTION AND ACCEPTANCE

E-1 NOTICE: Clause numbers E-2 and E-3 in this section are hereby incorporated by reference. All other clauses listed in Section E are hereby incorporated in full text.

E-2 RESERVED

E-3 F.O.B. DESTINATION WITHIN CONSIGNEE’S PREMISES **FAR 52.247-35 (APR 1984)**

E-4 INSPECTION OF SERVICES-FIXED-PRICE **FAR 52.246-4 (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE)**DRMS-PHO****(FEB 2001)**

a. The inspection of removal and the purchase of supplies shall be performed by the Contracting Officers Representative (COR) in accordance with clauses E-2 or E-4 above, by certification on the DD Form 1155, Task Order Form, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs (Attachment 1).

b. Final acceptance of services/supplies rendered shall be by DRMS-PHA certification on the contractor's invoice. DRMS-PHA shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and last continuation page COR signature.

(2) Checking that the Manifest/Shipping Papers, DRMS Form 1683E, Manifest Tracking Log (Attachment #3), or any other pertinent transportation/disposal documents have been correctly completed, and

(3) Checking that all copies of chemical analyses required have been submitted.

(4) Checking that only facilities and transporters approved under clauses H-5 are utilized.

E-6 PLACES OF GOVERNMENT INSPECTION**DRMS****(OCT 1993)**

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

E-7 ACCEPTABLE PERFORMANCE LEVELS (APLs) DRMS-PHO (OCT 2006)

(a) Acceptable Performance Levels (APLs) are the minimum performance levels of specific requirements which the contractor must achieve or risk having the Government consider performance unsatisfactory, resulting in monetary consideration from the contractor (See Section J, Attachment 11). Specification of an acceptable performance level below 100% does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government.

(b) The surveillance method shall be from Contracting Officer Representative (COR) checklist, Collection Summary Report(s) (CSR) furnished by the COR, on-site inspections, customer feedback, and/or tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations.

(c) Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

**PART I – THE SCHEDULE
SECTION F**

DELIVERIES OR PERFORMANCE

F-1 NOTICE: Clause numbers F-2 and F-3 in this section are hereby incorporated by reference. All other clauses listed in this section are listed in full text.

F-2	GOVERNMENT DELAY OF WORK	FAR 52.242-17	(APR 1984)
F-3	F.O.B. DESTINATION	FAR 52.247-34	(NOV 1991)
F-4	STOP-WORK ORDER	FAR 52.242-15	(AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-5 CONTRACT EFFECTIVE PERIOD**DRMS DSD-E (AUG 2001)**

a. The contract shall be effective for a period of 18 months commencing 25 December 2009 or upon award of the contract, whichever is later.

b. The Government has the option to extend the contract for two (2) eighteen (18) month periods IAW Clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW with the clause entitled "Option to Extend Services", which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE**DRMS-PMG****(AUG 1999)**

Services under this contract shall be performed for US installations in Incilik, Anaka and Izmir, Turkey.

F-7 RESERVED**F-8 PERIOD OF PERFORMANCE****DRMS PHO (JAN 2002)**

F-8.1 The Contractor shall begin contract performance upon issuance of each written delivery order and provide all services listed on the Bid schedule in accordance with all terms and conditions of this contract.

F-8.2 If applicable, immediately upon award of the contract, the contractor must apply for Transboundary notifications (i.e. Basel notifications) and provide COR with biweekly reports on the status.

F-8.3 The services listed below shall be accomplished within the number of days (from issuance of a task order) as shown below:

DISPOSAL/RECYCLING FACILITIES LOCATED OUTSIDE OF TURKEY ONLY

Complete removal/service no later than: (To include waste removal, container purchases; waste segregation and packaging/repackaging)	45 calendar days
Sampling and Analysis, Result returned in:	21 calendar days from date of sample or 30 calendar days from issuance of a delivery order; whichever is earlier
Generators copy of manifest returned to DRMO COR (After receipt of waste by the disposal facility – C-5.4)	30 calendar days
Submission of invoices w/Manifest Tracking Log	200 calendar days
Submission of Disposal Facility's Basel of completion of disposal (if applicable)	200 calendar days

DISPOSAL/RECYCLING FACILITIES LOCATED IN TURKEY

Complete removal/service no later than: (To include waste removal, container purchases; waste segregation and packaging/repackaging)	30 calendar days
Sampling and Analysis, Result returned in:	21 calendar days from date of sample or 30 calendar days from issuance of a delivery order; whichever is earlier
Generators copy of manifest returned to DRMO COR (After receipt of waste by the disposal facility – C-5.4)	30 calendar days
Submission of invoices w/Manifest Tracking Log	180 calendar days
Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable)	180 calendar days

NOTE: Timeframes apply based on the location of the disposal facility in country/out of country.

F.8.4 All items shall be removed from the Government facilities within the number of days shown in F-8.3 above from issuance of a written task order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of days shown in F-8.3 above, after issuance of each written task order.

F-9 TIME OF PERFORMANCE

DRMS PHO

(FEB 2005)

a. All services performed under this contract shall be performed during regular working hours (0730 through 1600 hours) Monday to Friday, and on American and Turkish holidays (**only with prior COR approval/contractor concurrence**). The specific date and time for removal services, shall be coordinated with the COR in accordance with the timeframes set forth in clause C-28. The contractor is advised that military mission, special operations, increased force protection and training may affect the ability of the COR and the contractor to perform removals on certain days or at certain times during the work week.

b. The US holidays are:

1st of January*	1st Monday in September
3rd Monday in January	2nd Monday in October
3rd Monday in February	11th of November*
Last Monday in May	4th Thursday in November
4th of July*	25th of December*

*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

c. The Turkish Holidays are:

1 January	New Years Day
20 – 22 January	Sacrifice Day
23 April	Children's Day
1 May	Labor Day
19 May	Ataturk Memorial Day
31 August	Victory Day
20-22 September	Seker Bayrami
29 October	Republic Day
5-7 November	Sugar Feast
27-30 November	Kurban Bayrami

The contractor shall verify the dates of Turkish holidays as they may be subject to change.

F-10 RESERVED

F-11 RESERVED

**F-12 CONTRACTOR NOTICE -
LATE DELIVERY AND/OR PERFORMANCE DRMS-PHO (FEB 2001)**

If the contractor has difficulty meeting performance requirements, or when the contractor anticipates difficulty complying with the contract schedule or delivery date(s), the contractor shall immediately notify the Contracting Officer's Representative (COR), in writing, copy furnished to the Contracting Officer, outlining the pertinent details of the anticipated delay and remedy thereto. However, this notification shall not be construed as a waiver by the Government of any schedule, or date, or other remedies provided by law under this contract. In addition to the above, the contractor shall provide a weekly performance report to DRMS-PHA, with a copy to the COR, listing the following information: All Open Task Order Numbers, Date Issued, and Status (to include whether all removals/deliveries are timely in accordance with the timeframes listed in clause F-8 and, if not, reasons why.

**F-13 LIMITATIONS ON THE IMPORTATION/
EXPORTATION AND TRANSPORTATION AND
DISTRIBUTION WITHIN TURKEY OF SUPPORT CARGO DRMS DSD-E (FEB 2005)**

The following procedures shall be implemented for "Support Cargo" to be imported into and exported from Turkey by or on behalf of the authorities of the United States of America with respect to entry/exit and within country transportation.

a. Definition: Support Cargo" refers to military material, equipment, support items and goods to include hazardous waste, containers, overpacks, etc.

b. Turkish Rules and Regulations, and the Agreement Regarding the Status of Forces of Parties to the North Atlantic Treaty (NATO SOFA) as ratified by Law No. 6375 shall be complied with concerning the procedures of importation and exportation of US support cargo.

c. The importation to and exportation from Turkey of support cargo shall be processed only through the below slated seaports as listed in the "Circular re Import/Export and Distribution Within Turkey of US Support Cargo" issued by the Turkish Ministry of Foreign Affairs dated 1 Sep 2004:

ISTANBUL, IZMIR, ISKENDERUN, ANTALYA, AKSAZ/KARAAGAC.

d. The only port currently approved by the Turkish General Staff (TGS) for export of hazardous waste is Izmir.

**PART I – THE SCHEDULE
SECTION G**

CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA

DRMS DSD-E (MAR 1996)

Shall be stipulated on each delivery order.

**G-2 DOCUMENTATION REQUIREMENTS, DRMS
ACCEPTANCE, INVOICING AND TRACKING**

DRMS 52.232-9R01E (NIOV 2009)

G-2.1 Submission of Documentation to Facilitate Acceptance for Payment

G-2.1.1 The contractor shall submit one complete set of documents per delivery/task order to allow acceptance for payment, as follows:

G-2.1.1.1 A copy of the final waste disposal manifest, a copy of the Basel Convention Transboundary Movement of Waste Movement Document (applicable for international shipments), any IMO or IMDG shipping documents (also applicable for international shipments), and all Certificates of Disposal as required by the contract after the document(s) have been signed by the final treatment/disposal facility. Also see Clause C-5, PERMITS AND RESPONSIBILITIES, Clause C-12, TRANSPORTATION, Clause C-18.1, SHIPPING PAPERS, Clause C-18.3, TRANS-FRONTIER SHIPPING DOCUMENTS and C.32 DEMILITARIZATION VIA SERVICE CONTRACT, as these documents are required to be submitted with the invoice.

G-2.1.1.2 DD Forms 1155, Task Orders Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs, waste identification, segregation and packaging/repackaging.

G-2.1.1.3 A copy of all chemical analyses performance, if any.

G-2.1.1.4 Original, plus one copy of the completed DRMS Form E 1683, Manifest Tracking Log.

G-2.2 The above documentation shall be submitted to DRMS Battle Creek. The preferred method is via email at DRMSEUROPETRACKING@dla.mil.

If mailed, please send to the address below. DRMS will not be held responsible for postage.

Defense Reutilization and Marketing Service
ATTN: DRMS J-33
74 Washington Avenue, North
Battle Creek, MI 49037-3092

G-2.3 Acceptance and Invoicing

G-2.3.1 Upon receipt of accurate and complete contractor Manifest Tracking documentation, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (591E) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The contractor will be paid using the Evaluated Receipt Settlement (ERS) process, wherein the Manifest

Payment Approval (MPA) will be used as both a goods receipt and an invoice. The contractor will not provide the Paying Office an invoice for services or products provided. Payment to the contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act.

G-2.3.2 For Germany: Tax relief may be claimed quarterly by submitting a copy of the applicable 591E Forms together with the corresponding Abwicklungsscheine to:

Defense Finance and Accounting Service
ATTN: DFAS-CO-LC
P.O. Box 369016
Columbus OH 43235-9016, U.S.A.

G-2.3.3 For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

G-2.4 Remedies for Non-Compliance

G-2.4.1 Failure to submit timely and complete documentation for acceptance of payment on a delivery/task order will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

G-2.4.2 Note that consideration pursuant to E-4, Inspection of Services – Fixed-Price, can be taken against any open delivery/task order under the contract, not necessarily the delivery/task order with documented deficiencies.

G-2.4.3 By submitting for payment in accordance with the above terms including post-payment documentation requirements, the contractor certifies that all services, including receipt at initial Qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE DFARS 252.201-7000 (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G-4 CONTRACT MANAGER/ ALTERNATE CONTRACT MANAGER ON-SITE TECHNICAL REPRESENTATIVE

DRMS-PHO (MAR 2005)

The contractor shall list below the names and point of contact information for the Contract Manager, Alternate Contract Manager and On-Site Technical Representative as required in paragraph C-4.

	Name	Point Of Contact Information
Contract Manager	_____	Telephone: _____ Mobile: _____ Fax: _____ Email: _____
Alternate Contract Manager	_____	Telephone: _____ Mobile: _____ Fax: _____ Email: _____
On-Site Technical Representative	_____	Telephone: _____ Mobile: _____ Fax: _____ Email: _____

G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO)

DRMS

(APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

**PART I – THE SCHEDULE
SECTION H**

SPECIAL CONTRACT REQUIREMENTS

H-1 PASSES FOR ENTRY INTO MILITARY PREMISES

DRMS DSD-E (FEB 2005)

H-1.1 All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

H-1.2 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract, with the following information:

H-1.2.1 Information required for Incirlik AB:

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Incirlik AB Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Incirlik AB gate pass, the contractor must forward a scanned copy of the following information to the COR:
 - a) Copy of the driver's birth certificate or driver's license (front and back)
 - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Incirlik Base Security (Pass and ID). This could take between 5 to 10 days for approval.

H-1.2.2 Information required for Ankara:

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Ankara Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Ankara gate pass, the contractor must forward a scanned copy of the following information to the COR:
 - a) Copy of the driver's birth certificate or driver's license (front and back)
 - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Ankara Security (Pass and ID). This could take between 5 to 10 days for approval.

H-1.2.3 Information required for Izmir AB:

- (1) Scanned copy of their passport to the COR
- (2) If the contractors are neither Turkish nor US citizens, then the approval must go through ODC to the Turkish General Staff, which takes 4 to 6 weeks.
- (3) Initial entry for all contractors requires a letter from the Contracting Officer stating the purpose of the visit.
- (4) If the contractor's transport company has a current Incirlik AB gate pass, the DRMO will initiate a letter to Izmir AB Security (Pass and ID) stating the purpose of their entry and dates. Approval should take 1-3 days.
- (5) If the contractor's transport company does not have a current Izmir AB gate pass, the contractor must forward a scanned copy of the following information to the COR:
 - a) Copy of the driver's birth certificate or driver's license (front and back)
 - b) Security clearance from local court

The COR will forward this information along with a letter stating the purpose of their visit and dates to the Izmir Base Security (Pass and ID). This could take between 5 to 10 days for approval

H-1.3 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the vehicle traffic book.

H-1.4 The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving U.S. installations.

H-1.5 Citizens from the following designated countries (passport holders) are not authorized access to US military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Iraq, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina), Albania, Egypt, Lebanon, Pakistan, Bangladesh, Ethiopia, Nigeria, Sierra Leone, Eritrea, Ivory Coast, Morocco, Somalia, Sudan and Kyrgyzstan.

H-1.6 The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual base Commander at Incirlik AB, Izmir AB, and Ankara.

H-2 ISSUANCE OF DELIVERY ORDERS

DRMS DSD-E

(FEB 2001)

H-2.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS-PHO (Defense Reutilization and Marketing Service-PHO) are authorized to issue delivery order(s) to the contract within the scope of their authority.

H-2.2 No delivery order shall be issued unless funds are available. The issuance of a delivery order shall constitute notice of availability and obligation of funds for the items listed on the delivery order.

H-3 RESERVED

H-4 RESERVED

H-5 USE OF FACILITIES AND TRANSPORTERS DRMS 52.244-9R01 (DEC 2007)

(a) The contractor shall use only the transporters and facilities from the Qualified Facilities List and Qualified Transporters List. These lists are located on the world wide web (www) at either www.dla.mil/drms or www.dla.mil/drms/newenv/index.html. Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer. See the clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 for information on how the contractor may request that a transporter or facility be added to the qualified lists.

(b) DRMS has reviewed these Facilities and Transporters in the past and has no reason to believe that they do not meet the standards included herein. Inclusion of facilities and transporter on the Qualified List does not constitute a determination of the acceptability of these facilities and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by this RFP with the firms listed on the World Wide Web, and to propose additions firms under this clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 to perform the work required if the firms on the qualified lists cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a facility from the Qualified Facilities List located on the World Wide Web if any of the following apply:

- (1) The facility is currently closed.
- (2) The facility is identified as a significant non-complier and has not entered into a compliance schedule of similar action.
- (3) The facility has been cited via an administrative order or judicial action, and the facility has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.
- (4) The facility has exhibited a history of noncompliance or exhibited a lack of "good faith" in correcting violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months, repeated violations may be considered as a lack of "good faith".

The facility is not permitted to and/or is not capable of handling the property proposed.

- (5) The facility received a negative recommendation as a result of a DRMS inspection visit without substantive evidence of corrected deficiencies.

- (6) The facility stores/treats the waste, and then ships out the regulated DRMS hazardous waste to a facility excluded under the requirements of this paragraph (c).
- (7) The facility's financial assurance is not sufficient to protect the Government's long term interests.
- (8) Facilities those are unable to track property from entry to exit.
- (9) The facility manages property in a manner that causes the generator of the manifest to file exception reports in accordance with EU law.
- (10) The facility has not received any DRMS wastes for a period of twelve consecutive months.
- (11) DRMS is unable to validate/update the required data elements noted in H.5.1 (b) & (c).
- (12) The facility operates in a manner that is not in accordance with DRMS contract section C clauses.
- (13) The facility does not have/does not enforce 24 hour security measures.

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

- (1) The transporter does not have the appropriate EU/ Host Federal/local permits to transport property under this contract (hazardous or non-hazardous).
- (2) The transporter has exhibited a history of noncompliance (including ADR, local national and local regulations governing hazardous material hauling and motor carrier/marine safety).
- (3) The transporter has been cited via an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.
- (4) The transporter does not have/does not enforce 24 hour security measures
- (5) The transporter received a negative recommendation as a result of a DRMS inspection visit without substantive evidence of corrected deficiencies.
- (6) Transporter transfer locations are unable to track property from entry to exit.
- (7) The transporter has not shipped any DRMS wastes for a period of twelve consecutive months.
- (8) The transporter co-mingles DOD and non-DOD waste prior to receipt at the manifested facility.
- (9) The transporter operates in a manner that is not in accordance with DRMS contract section C clauses.

(e) Transporters or facilities may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors that currently hold DRMS contracts, via letter or facsimile, when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual use under the contract. Facilities or transporters appearing on a qualified list the day a delivery order is issued are in effect for the duration that delivery order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS.

(g) Each facility and transporter must conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no facilities and transporters other than those listed on website www.dla.mil/drms/newenv/index.html shall be used without obtaining the prior written approval of the Contracting Officer.

H-6 ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 (JAN 2000)

a. During the solicitation process or life of the contract the contractor may request to add TSDFS or transporters to the Qualified Facilities List or Qualified Transporters List located on the world wide web (www). TSDFS or Transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Final Proposal Revision. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under this clause. Request for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

b. The proposed TSDFS or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in H.5(c) and (d) apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contract terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

Firms submitted by offerors (and approved by DRMS) for addition to the qualified lists prior to contract award will not be added to the www unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested. Post-award requests for additions to the Qualified List(s) or requests from TSDFS and transporters to have their firm added to the qualified list(s) will be added to the www upon approval.

c. The contractor shall provide the following information for TSDF's landfills including, but not limited to, and in addition to the Facility Profile Sheet found in Section J Attachment 4a:

(1)

(a) complete address, telephone number and ID number

(b) cover page/section of permit, (c) permit excerpts specifying acceptable waste streams, (d) permit excerpts specifying storage, treatment and disposal processes, (e) evidence that closure funding is current IAW permit. NOTE: Providing specific regulatory points of contact may expedite DRMS' review. The TSDF EPA identification number will be utilized as the DRMS Base

Operating Support System (BOSS) number for administrative purposes.

(2) The contractor shall provide the following information for each facility including, but not limited to, and in addition to the Facility Profile Sheet found in Section J Attachment 4a:

- (a) complete address and telephone number,
- (b) cover page/section of primary operating permit(s),
- (c) permit excerpts specifying acceptable waste streams,
- (d) permit excerpts specifying storage, treatment and disposal processes,

(e) evidence that closure funding is current IAW permit. If there is no permit or regulatory requirement for closure funding, then evidence of satisfactory financial assurance or pollution liability or environmental impairment insurance shall be provided. For those facilities (TSCA, recycling exempt", etc.) having only an authorization letter from the regulator, the contractor shall provide the facility's official application letter(s)/package(s) which specify the required information (b-d.) above. Providing specific regulatory points of contact may expedite DRMS' review. A DRMS created BOSS number will be assigned for the approved non-RCRA facility for administrative purposes.

(3) Each facility proposed by the offeror must have, as a minimum, a permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one federal, state or local regulatory inspection during a calendar year.

d. The contractor shall provide the following information for proposed transporters, in addition to the Transporter Profile Sheet found in Section J Attachment 4b:

(1) Name and address of transporter and Local National identification number.

(2) Evidence of a "satisfactory" rating from the Local National Office of Motor Carriers or equivalent agency.

(3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.

e. The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all federal, state, and local laws and regulations and the TSDF's and transporter's permit.

f. The Contractor shall forward these documents to the DRMS-DSD Environmental office for approval. The COR will forward the reviewed package to DRMS for review and approval to be added to the list.

H-7 ANTICIPATED REGULATORY CHANGES**DRMS-PMG (NOV 1996)**

As noted in sections B and C, performance under any contract resulting from this solicitation must be in compliance with Turkish Environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H-8 CORRESPONDENCE IN ENGLISH**DRMS PMG (NOV 1996)**

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H-9 MINIMUM INSURANCE REQUIREMENTS**DRMS-PMG (NOV 1996)**

Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

a. The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country:

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country:

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

b. Before commencing work under this contractor, the contractor shall certify to the contracting officer in writing, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverages. Further, the contractor will ensure that any and all first tier subcontractors,

prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

c. The contractor will provide immediate written notice to the contracting officer of any material change and that effect the protection afforded under the above policies, and will provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

H-10 MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS DRMS-PHO (OCT 2005)

The Contractor shall have computers and other electronic communication equipment that is capable and necessary to conduct contract electronic commerce, including but not limited to facsimile, e-mail, receipt of Task Orders and other scanned documents or attachments. Currently the US Government has Windows XP operating system, Microsoft Office 2007 Professional, Adobe Acrobat Professional 9.1.1 and, therefore, the contractor's applications software must be compatible with this technology.

H-11 INDEMNIFICATION DRMS-TPHB (OCT 1999)

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

**PART II – CONTRACT CLAUSES
SECTION I**

I-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://acqnet.gov/far/>.

I-2 DEFINITIONS	FAR 52.202-1 (JUL 2004)
I-3 GRATUITIES	FAR 52.203-3 (APR 1984)
I-4 COVENANT AGAINST CONTINGENT FEES	FAR 52.203-5 (APR 1984)
I-5 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6 (SEP 2006)
I-6 ANTI-KICK BACK PROCEDURES	FAR 52.203-7 (JUL 1995)
I-7 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL AND IMPROPER ACTIVITY	FAR 52.203-8 (JAN 1997)
I-8 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	FAR 52.203-10 (JAN 1997)
I-9 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12 (SEP 2007)
I-10 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	FAR 52.204-4 (AUG 2000)
I-11 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	FAR 52.209-6 (SEPT 2006)
I-12 AUDIT AND RECORDS - NEGOTIATION	FAR 52.215-2 (MAR 2009)
I-13 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	FAR 52.215-8 (OCT 1997)
I-14 COMBATING TRAFFICKING IN PERSONS ALTERNATE I	FAR 52.222-50 (FEB 2009)
I-15 POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION ALTERNATE I	FAR 52.223-5 (AUG 2003) (AUG 2003)

I-16 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13 (JUN 2008)
I-17 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FAR 52.225-15 (FEB 2000)
I-18 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	FAR 52.228-3 (APR 1984)
I-19 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	FAR 52.228-4 (APR 1984)
I-20 INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5 (JAN 1997)
I-21 TAXES-FOREIGN FIXED-PRICE CONTRACTS	FAR 52.229-6 (JUN 2003)
I-22 PAYMENTS	FAR 52.232-1 (APR 1984)
I-23 DISCOUNTS FOR PROMPT PAYMENT	FAR 52.232-8 (FEB 2002)
I-24 EXTRAS	FAR 52.232-11 (APR 1984)
I-25 INTEREST	FAR 52.232-17 (OCT 2008)
I-26 PROMPT PAYMENT	FAR 52.232-25 (OCT 2008)
I-27 DISPUTES ALTERNATE I	FAR 52.233-1 (JUL 2002) (DEC 1991)
I-28 PROTEST AFTER AWARD	FAR 52.233-3 (AUG 1996)
I-29 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	FAR 52.237-2 (APR 1984)
I-30 BANKRUPTCY	FAR 52.242-13 (JUL 1995)
I-31 CHANGES – FIXED-PRICE ALTERNATE I	FAR 52.243-1 (AUG 1987) (APR 1984)
I-32 GOVERNMENT PROPERTY ALTERNATE I	FAR 52.245-1 (JUN 2007)
I-33 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	FAR 52.245-2 (JUN 2007)
I-34 USE AND CHARGES OPERATION SERVICES	FAR 52.245-9 (JUN 2007)
I-35 LIMITATION OF LIABILITY - SERVICES	FAR 52.246-25 (FEB 1997)

I-36 VALUE ENGINEERING	FAR 52.248-1 (FEB 2000)
I-37 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	FAR 52.249-4 (APR 1984)
I-38 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	FAR 52.249-8 (APR 1984)
I-39 PROHIBITION ON PERSONS CONVICTED OF FRAUD OF OTHER DEFENSE CONTRACT RELATED FELONIES	DFARS 252.203-7001 (DEC 2008)
I-40 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	DFARS 252.204-7003 (APR 1992)
I-41 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DFARS 252.205-7000 (DEC 1991)
I-42 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DFARS 252.209-7004 (DEC 2006)
I-43 PRICING ADJUSTMENTS	DFARS 252.215-7000 (DEC 1991)
I-44 ANTITERRORISM/FORCE PROTECTION	DFARS 252.225-7043 (MAR 2006)
I-45 SUPPLEMENTAL COST PRINCIPLES	DFARS 252.231-7000 (DEC 1991)
I-46 PRICING OF CONTRACT MODIFICATIONS	DFARS 252.243-7001 (DEC 1991)
I-47 REQUESTS FOR EQUITABLE ADJUSTMENT	DFARS 252.243-7002 (MAR 1998)
I-48 TRANSPORTATION OF SUPPLIES BY SEA	DFARS 252.247-7023 (MAY 2002)
I-49 ORDERING	FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of a 18 month period.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(a) *Minimum order.* The minimum for orders that include Transportation CLINs (N6025-N6029), quantity 1 EA of any particular transportation CLIN shall be the minimum order amount for that delivery order; for in-country removal and disposal of wastes from Incirlik, the minimum order amount shall be \$3,000.00; and \$50.00 for sampling/chemical analysis on any given delivery order. Otherwise, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$200,000;

(2) Any order for a combination of items in excess of \$600,000; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I- 51 INDEFINITE QUANTITY**FAR 52-216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract period has lapsed.

**I-52 OPTION TO EXTEND THE TERM
OF THE CONTRACT**

FAR 52.217-9

(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifty four (54) months.

I-53 CENTRAL CONTRACTOR REGISTRATION

FAR 52.204-7

(APR 2008)

(a) *Definitions.* As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I-54 PAYMENT BY ELECTRONIC FUNDS TRANSFER - FAR 52.232-33 (OCT 2003)
CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government

makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I-55 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) DFARS 252.222-7002 (JUN 1997)

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

I-56 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFARS 252.223-7006 (APR 1993)

(a) Definitions. As used in this clause—

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

I-57 AUTHORIZATION TO PERFORM**DFARS 252.225-7042 (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

I-58 INVOICES EXCLUSIVE OF TAXES OR DUTIES DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

I-59 ASSIGNMENT OF CLAIMS (OVERSEAS) DFARS 252.232-7008 (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

I-60 CHOICE OF LAW (OVERSEAS)**DFARS 252.233-7001 (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

TURKISH TRANSLATION OF CLAUSE I-60 CHOICE OF LAW (OVERSEAS)

GEÇERLİ HUKUK (YURTDIŞI)

DFARS 252.233-7001 (HAZ 1997)

Bu sözleşme, yalnızca Amerika Birleşik Devletleri maddi hukukuna uygun şekilde yorumlanabilir ve tefsir edilebilir. İşbu sözleşmenin ifasıyla, yüklenici işbu sözleşmenin ifa edildiği ülkenin milli mahkemelerinin kararlarını uygulama hakkından kesin olarak feragat etmeyi, ve işbu sözleşmenin Anlaşmazlıklar maddesi dahilinde ortaya çıkan her türlü anlaşmazlığın duruşması ve hallinde Birleşik Devletler Silahlı Kuvvetleri Sözleşme Temyiz Mahkemesi ve Birleşik Devletler Federal Mahkemelerinin münhasır karar ehliyetini kabul etmektedir.

I-61 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION

DRMS 52.233-9R02 (APR 2000)

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use FAR Subpart 33.214, Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the Contracting Officer.

I-62 REQUIREMENTS FOR TREATMENT OF WOOD (WPM) PACKAGING MATERIAL

DLAD 52.247-9012 (JUL 2006)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be

contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

**I-63 ADMINISTRATIVE COSTS OF
REPROCUREMENT AFTER DEFAULT**

DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

I-64 OPTION TO EXTEND SERVICES

FAR 52.217-8 (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least seven (7) days before the end of the contract period.

PART III – LIST OF DOCUMENTS, EXHIBITS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J

LIST OF ATTACHMENTS

J-1 ATTACHMENTS		DRMS-TPHB (FEB 2000)
No	Title	Page(s)
1	Sample DD Form 1155, Task Order Form	1
2	RESERVED	
3	DRMS Form 1683E, Manifest Tracking Log	2
4	Profile Sheets	
4a	TSDR Facility Profile Sheet	1
4b	Transporter Profile Sheet	1
5	Hazardous Waste Profile Sheet	2
6	DRMS-PH Form 1, "Hazardous Waste Removal and Disposal Past Performance History"	1
7	RESEVED	
8	Monthly and Annual Report Format	1
9	Special Equipment Requirements and Government Scale Locations	1
10	Sample Label	1
11	Acceptable Performance Levels	1
12	RESERVED	
13	RESERVED	
14	Past Performance Survey	3
15	Analysis and Testing Chart	1

J-2 NOTICE **DRMS-PHO (AUG 2001)**

Reference SF 33, Item 11, Table of Contents. In accordance with FAR 15.204-1(b), upon award, Part IV (Sections K, L and M) shall not be physically included in the resulting contract. Section K shall be incorporated by reference in the contract.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERS

K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://www.acqnet.gov/far/>

K-2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS FAR 52.204-8 (FEB 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 562112.

(2) The small business size standard is \$12.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K-3 DISCLOSURE OF OWNERSHIP OR CONTROL BY
THE GOVERNMENT OF A TERRORIST COUNTRY**

DFARS 252.209-7001 (JAN 2009)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

**K-4 REPRESENTATION OF EXTENT OF
TRANSPORTATION OF SUPPLIES BY SEA**

DFAR 252.247-7022 (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-5 AUTHORIZED NEGOTIATORS/SIGNERS

DRMS-PHO (FEB 2005)

a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, para. (c)(2)(iv):

Name	Title	Telephone No.,/Fax No. /E-Mail
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-71, Choice of Law, commits the offeror to the waiver of jurisdiction and application of ENTER APPLICABLE COUNTRY law to any dispute under this contract.

Name	Title	Telephone No.,/Fax No. /E-Mail
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____
_____	_____	Tel: _____ Fax: _____ E-Mail: _____

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICIES
TO OFFERORS OR RESPONDENTS

L-1 PROPOSAL SUBMISSION (Format and Content)

DRMS-PHO (MAR 2007)

L-1.1 The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

L-1.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I and Volume II. Offerors shall follow the provisions in Clause L-8, DRMS ELECTRONIC PROPOSALS when submitting their proposals. Hand carried proposals shall be delivered to the Defense Reutilization and Marketing Services, DRMS-PHA, Attn: Yunyoung Cho, Mannheimerstrasse, Kleber Kaserne, Geb. 3227, Zimmer 306, 67657 Kaiserslautern, Germany. Proposals mailed in shall be forwarded to the Defense Reutilization and Marketing Services, DRMS-PHA, Attn: Yunyoung Cho, Unit 23152 APO, AE 09227. **NOTE: ELECTRONIC PROPOSALS MUST BE RECEIVED BY THE PROPOSAL CLOSING DATE AND TIME.**

L-1.3 Offerors are advised that changing the Excel spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal non-responsive).

L-2 PROPOSAL SUBMISSION (FORMAT AND CONTENT)
(HAZARDOUS WASTE DISPOSAL SOLICITATIONS)

DRMS 52.215-9R07 (JUN 2007)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I and Volume II.

(1) **VOLUME I:** Proposal Certifications and Price Schedule, (original and two copies, except when submitting Electronic Proposals). Offerors automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary nor desired, unless submitting electronically.

(2) **VOLUME II:** Past Performance Proposal (three copies, except when submitting Electronic Proposals). The submission of L-25 Non-DRMS past performance proposal is mandatory for offerors without current (within the last 2 years) relevant DRMS past performance but optional for offerors with current relevant DRMS past performance. No past performance proposal are required from firms with current relevant DRMS past performance. The Government will use the data submitted in the Past Performance Proposal, as well as data available from other sources, within the last 2 years to evaluate past performance. The Government will also consider the optional, current proof of a Quality Certification (ISO or comparable).

(3) Proof of a Quality Certification (i.e., ISO 14001 or similar) in Environmental Management if, available.

(c) MINIMUM CONTENT:

(1) VOLUME I, Proposal Certification and Price Schedule shall contain:

(i) Section A of solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror (refer to L-8 for Electronic Proposals).

(ii) Section B of solicitation (schedule of prices for each item);

(iii) Section G of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror);

(2) VOLUME II, L-25, Past Performance Proposal.

L-3 PAST PERFORMANCE PROPOSAL OCONUS

DRMS-PHO (JAN 2005)

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar requirement within the last two years. The information provided should support a qualitative review of the offeror; and/or the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Section J, Attachment No. 6. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Offerors shall send out the Past Performance Survey at Section J, Attachment No. 14 to each reference and principal subcontractor listed on Section J, Attachment No. 6 and request that each reference and principal subcontractor forward the completed survey directly to Yunyoung Cho (Yunyoung.Cho@dla.mil) by the solicitation due date located on SF 33, block 9.

(3) Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Section J, Attachment No. 14. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes, experience with trans-boundary movement of waste (Basel notifications) and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

L-4 ADVISORY

DRMS-TPHB

(NOV 1997)

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, “a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party.” In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.

L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

FAR 52.214.34 (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)

(a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time

specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-8 DRMS ELECTRONIC PROPOSAL

DRMS 52.215-9R03 (NOV 2005)

a. You must submit your offer/quote via paperless electronic media (see paragraph b. below) with the information required by FAR 52.215-1(c). Offers or quotes submitted in paper form are unacceptable and will be returned. You must submit your electronic proposal and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following acceptable electronic formats:

(1) Files readable using these Microsoft Office ® Products: WORD, EXCEL, POWERPOINT, or ACCESS. Spreadsheets must be sent in a file format that includes all formulas, macro and format information. Print image (scanned document that cannot show the calculations) is not acceptable.

(2) Files in Adobe ® PDF (Portable Document Format).

(3) Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats: Before preparing your offer/quote in any other electronic format, you must e-mail the P.O.C. (identified in Block 8 of the solicitation cover sheet-DD Form 1707) to obtain a decision as to the format's acceptability. This e-mail must be received by the P.O.C. no later than ten calendar days before the closing date. Failure to e-mail the P.O.C. within this timeframe to seek an alternate format's acceptability may result in rejection of your submission.

All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

b. Acceptable media: You must submit your offer or quote via 100 megabyte compressed file disk, 3 ½ inch disk, or 650 megabyte CD ROM, or E-mail. Identify the software application, and version, that you used to create each file submitted.

(1) 100 MEGABYTE COMPRESSED FILE DISK, 3 ½ INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier: Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c). Your attention is also called to the entirety of that provision—all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Submit ONLY ONE (1) of each disk (no additional copies required).

(2) E-MAIL: If you choose to use e-mail, mail your offer/quote to the following address: DRMS-E.Hazardous.Contracts.PHO@dla.mil. DO NOT E-MAIL OFFERS/QUOTES TO THE P.O.C. Questions, however, should be emailed directly to the P.O.C. The subject line of the e-mail must read "OFFER/QUOTE – [solicitation number], COMPANY NAME, CLOSES [closing date]". Use only one of

the terms OFFER or QUOTE depending on what it is you are submitting. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3". Offers/quotes submitted by E-mail are submitted at the Contractor's risk. DRMS cannot guarantee the security of the offer/quote if it is submitted via E-mail.

NOTE: Please select only one medium by which to transmit each submission. For instance, do not submit an offer via 100 megabyte Compressed file disk AND e-mail.

c. Lateness rules for submitted disks and e-mail submissions are outlined in FAR 52.215-1. Pay particular attention to the provisions that relate to the timing of e-mail submissions.

d. Security Note: If you choose to password-protect your offer, you must provide the password to DRMS before the closing date. Contact the P.O.C. (identified in Block 8 of the DD Form 1707) to arrange a means of providing it.

e. Electronic submissions must include, as a minimum:

(1) Signature: If submitting a scanned version of a completed SF33 cover sheet, a signature must be present on the document. If you choose to submit your offer/quote on a disk or CD-ROM per 2(a) above (and you do not wish to include a scanned signed copy of the SF33 you must clearly mark the label of the disk or CD with the solicitation number, company name, along with the printed and signed name of person authorized to submit the offer/quote. Authentication for e-mailed submissions is verified by the offeror's return address. Email submission received from a third party is not acceptable.

(2) All applicable fill-in provisions.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

f. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

g. Offerors shall make every effort to ensure that their submission is virus-free. Submissions (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph f. above.

L-9 TYPE OF CONTRACT

FAR 52.216-1

(APR 1984)

The Government contemplates award of a fixed unit price indefinite delivery indefinite quantity type contract resulting from this solicitation.

L-10 SERVICE OF PROTEST

FAR 52.233-2

(SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office

(GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Defense Logistics Agency
Defense Reutilization and Marketing Service
DRMS-PHA
Mannheimerstrasse
Kleber Kaserne, Geb. 3227, Zimmer 306
67657 Kaiserslautern, Germany

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-11 AGENCY PROTESTS

DLAD 52.233-9000 (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L-12 SITE VISIT

FAR 52.237-1 (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-13 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

DFARS 252-204-7001 (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

L-15 RESERVED

**L-16 SUBMISSION OF OFFERS IN OTHER
THAN UNITED STATES CURRENCY**

DRMS-PHO (DEC 2003)

(a) Offers may be submitted in United States dollars only if (1) contractor is a US company, or (2) contractor has an account at a bank located in the US. Otherwise, offers must be submitted in the currency common to the contractor's location (Euro, British Pounds, etc.). Offers not submitted in currencies as stated herein, shall be considered nonconforming and nonresponsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(c) When a "request for final proposal revision" offer is requested and received, in accordance with the applicable solicitation's terms and conditions, offers shall be evaluated by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

**L-17 HAND-CARRIED AND COMMERCIALY
DELIVERED BIDS**

DRMS-PHO

(FEB 2001)

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service
DRMS-PHA, Yunyoung Cho
Mannheimerstrasse
Kleber Kaserne, Geb. 3227, Zimmer 306
67657 Kaiserslautern, Germany
TEL: ++49-631-411-5329

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

L-18 OFFER PREPARATION COSTS

DRMS-PMG

(MAR 1996)

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-19 STANDARD FORM 33 (SF 33), SOLICITATION,
OFFER AND AWARD**

DRMS-PMG

(MAR 1996)

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L-20 PRE-PROPOSAL CONFERENCE

DRMS-PHO

(OCT 2001)

(a) Prospective offerors are advised that a pre-proposal conference will be held at the Conrad Hotel, Barbaros Blv.Yıldız Cad. Besiktas, Istanbul, 34353 Turkey on Friday, 28 August 2009.

(b) Prospective offerors are urged and expected to attend in order to discuss terms and conditions of the solicitation that may affect performance or cost of performance of the contract.

(c) Prospective offerors shall provide in writing to the Contracting Officer any questions concerning this solicitation and the names and titles of individuals who will attend the pre-proposal conference. Questions and information on the attendees should be directed to the Contracting Officer, Defense Reutilization and Marketing Service, DRMS-PHO (address in Block 7, SF Form 33, Page 1) and should be received at that office not later than 21 August 2009 . Questions can be faxed to (0631) 411-5225, or preferably be e-mailed to: Yunyoung.Cho@dla.mil.

(d) In no event will failure to attend the conference constitute grounds for a claim after award of the contract. Unless the solicitation is amended in writing, it will remain unchanged. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of solicitation amendments shall be applied.

TURKISH TRANSLATION OF L-20 PRE-PROPOSAL CONFERENCE

TEKLİF ÖNCESİ KONFERANS

DRMS-PHO

(EKİM 2001)

(a) İsteklilere 28 Ağustos 2009 Cuma günü, Barbaros Blv. Yıldız Cad. Beşiktaş, 34353 İstanbul, Türkiye adresindeki Conrad Hotel'de, teklif öncesi konferans düzenleneceği duyurulmaktadır.

(b) İstekliler, sözleşmenin gerçekleştirilmesini ya da sözleşmenin gerçekleştirilmesinin maliyetini etkileyebilecek tekliflerin şartlarını görüşmek üzere davet edilmekte ve katılımları beklenmektedir.

(c) İsteklilerin bu teklife ilişkin olarak teklif öncesi konferansa katılacak bireylerin unvan ve isimleri ile birlikte, muhtemel sorularını Sözleşme Görevlisine yazılı olarak bildirmeleri gereklidir. Katılımcılarla ilgili sorular ve bilgi "Defense Reutilization and Marketing Service", DRMS-PHO (adresi: Blok 7, SF

Formu 33, Sayfa 1), Sözleşme Görevlisine yönlendirilmeli ve 21 Ağustos 2009'dan önce bu bürodan bir cevap beklenmemelidir. Sorular (0631) 411-5225 numaralı faksa ya da tercihen Yunyoung.Cho@dla.mil adresine elektronik posta ile gönderilebilir.

L-21 PRE-AWARD SURVEY

DRMS-PMG

(MAR 1996)

a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

L-22 ALTERNATE PROPOSALS

DRMS

(AUG 1994)

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

L-23 FACSIMILE PROPOSALS

DRMS-PHO

(JAN 2002)

(a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.

(b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.

(c) The telephone number of receiving facsimile equipment is: ++ 49 (0)631 411 5225.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to made award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision.”

L-24 SUBMISSION OF ACKNOWLEDGMENT OF SOLICITATION DRMS 52.215-9R09 (DEC 2000) AMENDMENTS AND OF FINAL PROPOSAL REVISIONS (FPRs) BY FACSIMILE

(a) Offerors may acknowledge the receipt of solicitation amendments by facsimile, unless L.40 is included in this solicitation. Acknowledgment of solicitation amendments must contain the required signatures.

(b) Offeror may submit FPRs by facsimile, unless DRMS 52.215-9R06 ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED, (L.40 Clause) is included in this solicitation. FPRs must arrive at the place and time specified in the solicitation, and must contain the required signatures.

(c) Offerors are required to promptly submit the original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of electronically submitted or facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-P facsimile receiving data is as follows:

(1) fax number: ++49-631-411-5225

(2) Equipment Make and Model: Canon FaxPhone L170

(3) E-mail address: _____

(e) Submission of an initial proposal by facsimile is not acceptable.

L-25 PAST PERFORMANCE PROPOSAL

DRMS 52.215-9R24 (JUN 2007)

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under Socioeconomic proposals, subcontracting plans, or mentoring business agreements (MBAs) that were incorporated into contracts within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror’s principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Attachment No.6. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Attachment 6. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(3) If applicable, information regarding socioeconomic proposals, subcontracting plans, and MBAs should include a copy of the plan or agreement, actual results achieved, time period that the results represent, and a point of contact and telephone number of the Government representative that monitored these plans.

(4) Quality Certification (i.e, ISO certification or certification of a similar nature if available, should be submitted at time of receipt of proposals.

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION OF OPTIONS

FAR 52.217-5

(JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s)

M-2 EVALUATION FACTORS FOR OCONUS AWARD

DRMS-PHO (JUL 2007)

(a) The Government will make award to the single, responsible offeror whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Awards will be based on whatever is most advantageous to the Government.

(c) Evaluation factors are listed in descending order of importance:

(1) Past Performance (Most important).

(2) Price (less important than Past Performance, but still a significant factor).

(d) Evaluation of Past Performance:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of Clause L-3 Past Performance Proposal OCONUS.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means **how well** the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means **whether** a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

(e) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

M-3 EVALUATION OF LOCAL CURRENCY OFFERS

DRMS-PHO (MAR 2001)

(a) Whenever offers are received in more than one local currency, they shall be evaluated for determination of award by converting all local currencies to U.S. dollars using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(b) When ever a "final proposal revision" offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.